

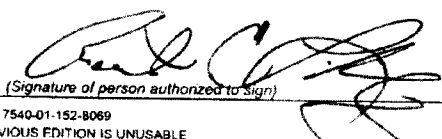
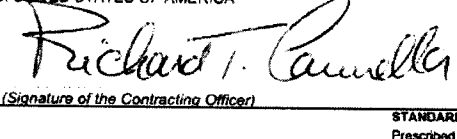
CONTRACT>NNL08AA00B

(Contract)

The following information has been determined to be exempt from disclosure and has been deleted from the contract:

- NIA Cost Proposal and Technical Submissions incorporated by reference on Cover Sheet of Contract, Paragraph 18.
- Section H.11(a) Advance Agreement on Indirect Rates(s) (LaRC 52.231-90) (APR 2002) Table
- Exhibit B - Contractor's Subcontracting Plan
- Exhibit C - Contractor's Safety and Health Plan
- Exhibit D - Contractor's IT Security Plan
- Exhibit E - Contractor's OCI Mitigation Plan

The deleted material is exempt from disclosure under 14 C.F.R. 1206.300(b)(4) which covers trade secrets and commercial or financial information obtained from a person and privileged and confidential information. It has been held that commercial or financial material is "confidential" for purposes of this exemption if its disclosure would be likely to have either of the following effects: (1) impair the Government's ability to obtain necessary information in the future; or (2) cause substantial harm to the competitive position of the person from whom the information was obtained, *National Parks and Conservation v. Morton*, 498 F2d 765 (D.C. Cir. 1974).

AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING		PAGE OF PAGES 1 57	
2. CONTRACT (Proc. Inst. Ident.) NO. NNL08AA00B				3. EFFECTIVE DATE 04/01/2008		4. REQUISITION/PURCHASE REQUEST/PROJECT NO.	
5. ISSUED BY NASA/Langley Research Center 9B Langley Blvd., Bldg. 1195B M/S 126 Hampton VA 23681-2199		CODE LARC		6. ADMINISTERED BY (If other than Item 5) NASA/Langley Research Center 9B Langley Blvd., Bldg. 1195B M/S 126 Hampton VA 23681-2199		CODE LARC	
7. NAME AND ADDRESS OF CONTRACTOR (No., Street, City, Country, State and ZIP Code) NATIONAL INSTITUTE AEROSP ASSC 100 EXPLORATION WAY HAMPTON VA 23666-6186				8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)			
				9. DISCOUNT FOR PROMPT PAYMENT NT30			
				10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN			
CODE 1ZGA2		FACILITY CODE				ITEM Block 12	
11. SHIP TO/MARK FOR NASA/ Langley Research Center Hampton VA 23681-2199		CODE LARC		12. PAYMENT WILL BE MADE BY NSSC Shared Services Center Financial Management Division (FMD) Accounts Payable Bldg 1111, C. Road Stennis Space Center MS 39529		CODE NSSC	
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304 (c) () <input checked="" type="checkbox"/> 41 U.S.C. 253 (c) (3)				14. ACCOUNTING AND APPROPRIATION DATA SEE TASK ORDER AWARDS			
15A. ITEM NO		15B. SUPPLIES/SERVICES		15C. QUANTITY		15D. UNIT	
						15E. UNIT PRICE	
						15F. AMOUNT	
Continued							
				15G. TOTAL AMOUNT OF CONTRACT		\$36,000,000.00	
16. TABLE OF CONTENTS							
(X)	SEC	DESCRIPTION	PAGE(S)	(X)	SEC	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	SOLICITATION/CONTRACT FORM	1	X	I	CONTRACT CLAUSES	26-43
X	B	SUPPLIES OR SERVICES AND PRICES/COSTS	2	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
X	C	DESCRIPTION/SPECS./WORK STATEMENT	3-8	X	J	LIST OF ATTACHMENTS	44
X	D	PACKAGING AND MARKING	9	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE	9	X	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	45
X	F	DELIVERIES OR PERFORMANCE	9-10				
X	G	CONTRACT ADMINISTRATION DATA	10-19				
X	H	SPECIAL CONTRACT REQUIREMENTS	20-25		L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
					M	EVALUATION FACTORS FOR AWARD	
CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE							
17. X. CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 2 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				18. AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any condition sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.			
19A. NAME AND TITLE OF SIGNER (Type or print) Robert E. Lindberg President & Exec. Dir.				20A. NAME OF CONTRACTING OFFICER Richard T. Cannella			
19B. NAME OF CONTRACTOR		19C. DATE SIGNED 3/26/08		20B. UNITED STATES OF AMERICA		20C. DATE SIGNED 3/26/08	
BY  (Signature of person authorized to sign)				BY  (Signature of the Contracting Officer)			

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 SUPPLIES AND/OR SERVICES TO BE PROVIDED

The Contractor shall provide all resources (except as may be expressly stated in the contract as furnished by the Government) necessary to deliver and/or perform the requirements delineated in the Statement of Work incorporated in Section C and as further delineated in task orders issued under the contract..

B.2 INDEFINITE DELIVERY/INDEFINITE QUANTITY (IDIQ) CONTRACT

Pursuant to the Federal Acquisition Regulation (FAR) Parts 16.501-2 and 16.504, this contract is defined as an Indefinite Delivery/Indefinite Quantity (IDIQ) type. The contract provides for an indefinite quantity, within stated limits, of supplies or services to be furnished during a fixed period, with deliveries or performance to be scheduled by placing task orders with the Contractor. The total minimum and maximum dollar value of supplies or services to be acquired under the contract are set forth below:

Contract Minimum: The Government will issue Task Order(s) (TOs) under this contract which provide for a minimum of \$100,000 in services. There will be no further obligation on the part of the Government to issue additional task orders thereafter.

Contract Maximum: The Government issued Task Order(s) shall not exceed a maximum of \$36,000,000 in services for the entire period of performance.

Only expenditures against specific written Task Orders authorized by the Contracting Officer shall be allocable or allowable under this contract. In no event shall the Contractor exceed the maximum value of the contract as a whole.

B.3 1852.216-74 ESTIMATED COST AND FIXED FEE. (DEC 1991)

The estimated cost of this contract is the sum of the estimated costs set forth in individual task orders issued by the Government pursuant to the terms and conditions of this contract exclusive of the fixed fee. Fixed fee will be identified in individual task orders issued by the Contracting Officer.

B.4 1852.232-81 CONTRACT FUNDING. (JUN 1990)

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is the amount set forth in task orders issued by the Government pursuant to the terms and conditions of this contract. This allotment is for the performance of work in accordance with the limitations and completion dates as set forth in task orders authorized by the Contracting Officer and covers the following estimated period of performance: as specifically designated in task order issued in accordance with the contract terms and conditions.

(b) An additional amount (as specifically designated in task orders) is obligated under each task order for payment of fee.

SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

C.1 STATEMENT OF WORK

The Contractor shall provide the item or services in accordance with the following:

NATIONAL INSTITUTE OF AEROSPACE AT LANGLEY RESEARCH CENTER

1.0 BACKGROUND

NASA Langley Research Center (hereinafter referred to as Langley, LaRC, or the Center) has been instrumental in shaping aerospace history for more than eight decades. Established in 1917 as the first national civil aeronautics laboratory, NASA Langley has become a world-class center for aeronautics, earth science, space technology, and structures and materials research.

Langley pioneers the future in space exploration, scientific discovery, and aeronautics through research and development of technology, scientific instruments, and exploration systems. In alliance with industry, other agencies, and academia, LaRC develops airframe and synergistic space frame systems technologies to assure pre-eminence of the U.S. civil and military aeronautics and space industries, and in alliance with the Earth science community, pioneers the scientific understanding of the Earth's atmospheric chemistry and radiation to preserve the environment.

Langley supports the Agency missions in Exploration, Aeronautics, Science, and Space Operations with five major core competencies, which are (1) Aerosciences - Research for Flight in All Atmospheres, (2) Aerospace Systems Analysis, (3) Characterization of All Atmospheres, (4) Aerospace Structural and Material Concepts, (5) Engineering and Safety (One NASA). The depth and breadth of its core competencies allows it to collaborate with its partners on innovative solutions that span across missions because its knowledge extends from fundamental physics to systems integration.

The Center undertakes innovative, high-payoff, aerospace and scientific activities beyond the risk limit or capability of commercial enterprises and delivers validated technology, scientific knowledge, and an understanding of the earth's atmosphere. LaRC's success is measured by the extent to which its research results improve the quality of life.

This Statement of Work defines the requirements for tasks to support NASA Langley Research Center (LaRC) in meeting the objectives of its evolving mission functions along with interrelated mission functions of the Agency and other NASA centers. The specific requirements will be defined in Task Orders that support LaRC organizational units and Agency-level functions. These requirements will be driven by an ever changing technology; varying national, international, and ecological concerns; and the NASA vision for exploration.

2.0 OVERVIEW AND SCOPE:

The functional requirements of the contract are the following:

- Conduct leading edge aerospace and atmospheric sciences research and develop revolutionary new technologies by creating innovative, collaborative, synergistic partnerships among LaRC, academia, and industry
- Provide comprehensive graduate and continuing education in science and engineering by using

- both a local campus and exploiting innovative distance-learning concepts
- Dissemination (including promotion and outreach) of the results of the research and technology developed within the Institute.

3.0 DESCRIPTION OF TASKS TO BE PERFORMED

The Contractor shall perform the work and services as defined in awarded Task Orders. The Task Orders will provide detailed descriptions of the work and activities to be performed and will be issued by the Contracting Officer. These activities fall into broad categories as outlined below, but are not limited solely to the activities noted. Individual Task Order requirements may involve any or all categories of activities.

3.1 Research and Technology Development

The Contractor, in cooperation with its academic and industry partners, shall conduct leading edge research and develop revolutionary new technologies. Potential tasks include, but are not limited to, research in the "Areas of Interest" defined in Section 4 of this Statement of Work. Specific research tasks include, but are not limited to, the following:

- Basic, formative, and leading edge research tasks for NASA's direct use
- Technology development tasks to convert intellectual property to useable technologies, including extensions of work accomplished under the Cooperative Agreement NCC1-02043 between LaRC and the NIA.)

3.2 Graduate and Continuing Education

The Contractor shall provide graduate and continuing education necessary to enhance creative research and innovative technology development in science and engineering. Specific educational services include, but are not limited to, the following:

- Access to graduate courses and thesis supervision leading to the M.S. and Ph.D. degrees, or equivalent, in science and engineering for NASA employees
- Continuous and lifelong education in support of the advancement of NASA employees in emerging fields of science, engineering, and advanced technologies
- Knowledge capturing and knowledge sharing for NASA employees
- Course development, curriculum design, and instruction for existing, new and emerging technology and engineering fields of interest to NASA

3.3 Conferences, Lectures, Workshops, and Visiting Lecturers and Other Sponsored Programs

The Contractor shall sponsor and conduct other activities in areas of interest to NASA within the scope of this contract. Specific program activities include, but will not be limited to, the following:

- Conferences, lectures and seminars by distinguished visitors, local and non-local, in areas of leading-edge research of specific interest to NASA
- Workshops and conferences for research conducted by the Institute for NASA, or in collaboration with NASA's research and education interests

4.0 TECHNICAL AREAS OF INTEREST

The NASA Langley Research Center has broad research interests in aerospace and atmospheric sciences, which continually evolve based on the Agency's and national priorities. Currently, and for the purpose of this contract, the following technical areas are considered to be of high interest but may evolve over the course of this contract. The contractor shall be required to support the broad and evolving interests of the NASA LaRC and the Agency:

4.1 Systems Analysis, Advanced Concepts and Mission Analysis

- Research Objective: Identify and perform studies for decision makers that provide sensitive information such as architectures, advanced concepts, and systems and technology trades to NASA and other government agencies to enable informed programmatic and technical decisions.
- Key Emerging Technologies:
 - Campaign Assessment tools to enable Lunar and Mars campaigns
 - Paradigm-shifting systems based on advanced concepts to minimize cost, risk, and improve performance parameters
 - Safe and affordable transportation systems that enable travel between Earth and space
 - Robotic system technologies that enable immersive virtual human exploration
- Required Technical Capabilities:
 - Aerospace systems analysis expertise addressing the full spectrum of NASA mission objectives from advanced aircraft design through planetary exploration
 - World Class experts, methods and tools to enable systems analysis in support of any key decision maker
 - Campaign Analysis
 - Mission and Trade Study Analysis
 - Life Cycle Cost and Uncertainty Analysis
 - Risk Analysis
 - Technology Assessment/Portfolio Analysis

4.2 Planetary Traversing, Capture, and Entry Technology

- Research Objective: Enable planetary exploration through design and development of the following aeroassist elements
 - Precise, safe entry, descent, and landing
 - Accurate, robust aerocapture
 - Aggressive, reliable aerobraking
 - Assured ascent and rendezvous
- Key Emerging Technologies:
 - Robust pinpoint landing with local hazard avoidance
 - Accurate reliable aerocapture
 - A predictive capability for traversing planetary atmospheres
 - Sustainable, renewable exploration systems to expand human presence beyond Low Earth Orbit
- Required Technical Capabilities:
 - Optimal trajectory design
 - High-fidelity flight simulation
 - Aerodynamic database development, analysis, and testing

- Aerothermal analysis and testing
- Control and guidance algorithm development
- Aeroshell design
- Structures and materials

4.3 Aerosciences

- Research Objective: Exploit innovative flow management to enable development of revolutionary aerospace vehicles
- Key Emerging Technologies:
 - Boomless supersonic flight
 - Precision trajectory and thermal control of entry vehicles
 - Hypervelocity mixing and combustion for air breathing propulsion ($M > 10$)
 - Smart/adaptive aircraft
 - Smart noise suppression for unobtrusive flight for all classes of vehicles (fixed wing and rotary wing)
 - Synergistic system design for safe, quiet, clean, efficient, secure, and affordable commercial transportation
- Required Technical Capabilities:
 - Flow physics modeling, prediction, and control
 - Aerodynamic testing, analysis, and design
 - Steady and unsteady computational codes
 - Aero and structural acoustics—prediction and control
 - Aerothermal testing, analysis, and design
 - Scramjet propulsion flowpath design, testing, and analysis
 - Advanced diagnostics and measurement techniques

4.4 Structures and Materials

- Research Objective: Enable advanced structures and materials research and technology development for all aerospace applications except engines
- Key Emerging Technologies:
 - Intelligent, highly efficient, smart/adaptive structures that significantly improve vehicle aerodynamic and stability performance by adapting to the external environment
 - Nanostructured materials fabricated by nano-scale assembly processes for sensors, microdevices, and microelectronics, and production scale-up to bulk materials
 - Biologically inspired materials that exploit self-assembly fabrication processes resulting in highly efficient, functionalized, radiation resistant, and self-healing materials
 - Integrated vehicle health monitoring systems utilizing distributed sensors and remote wireless communications for sensor signal recording, data storage, and processing
 - Design and develop multi-functional materials/systems to enable new classes of systems.
- Required Technical Capabilities:
 - Advanced materials and processing
 - Analytical and computational methods
 - Nondestructive evaluation
 - Mechanics, dynamics, and durability
 - Aeroelasticity and unsteady aerodynamics

4.5 Intelligent Aerospace Automation and Controls Systems

- Research Objective: Exploit vehicle physics, develop future aerospace system technologies and systems integration synergies to achieve:
 - Safe, economically viable, transportation of persons or materials from any point on the Earth's surface to any other point on the Earth or to low earth orbit and beyond
 - The acquisition of data from flight in any planetary-like atmosphere
 - Support of national security objectives including threat detection
- Key Emerging Technologies:
 - Physics-based automation systems for vehicle-critical applications
 - Self-repairing autonomic systems enabling fully automated vehicles
 - Soft computing – neural nets, fuzzy logic systems, and genetic algorithms based on physical understanding of the system
 - Dynamic, distributed vehicle control and management enabling revolutionary vehicles design spaces or dramatically improved mission performance
 - Software system safety analysis
 - Intuitive automation support allowing safe and reliable operation of complex aerospace vehicles
 - Failure detection and identification, real-time system identification and plant modeling, adaptive controls and nonlinear controls, robust multivariable controls, control of elastic and aeroelastic response, guidance methods and optimization
 - A digital airspace with on-demand, affordable, point-to-point air travel.
 - Virtual research center; virtual cradle-to-grave design, invention, multidisciplinary optimization, certification; efficient knowledge/wisdom acquisition and utilization.
 - Advanced cognitive computing, to include:
 - True, multi-sensory virtual reality
 - High-fidelity, end-to-end simulation and design
 - Creative decision-making computers
 - Autonomous data mining and analysis
- Required Technical Capabilities:
 - Vehicle dynamics – mathematical modeling, configuration assessment, and phenomenology characterization
 - Control and guidance algorithm and system development
 - Safe, high integrity real-time digital systems (including software)
 - Specification, verification, and validation of mission critical software systems
 - Electromagnetic modeling, prediction and assessment, including interference effects
 - Advanced radar and radiometer sensors for aircraft and spacecraft application
 - Pilot/automation integration technologies, crew station design methods, and vehicle operations concepts

4.6 Atmospheric and Vehicle Sensor System Technology

- Research Objective: Develop advanced sensors and measurement technology to enable the exploration of the Earth and Solar Systems and the development of revolutionary aerospace vehicles and systems
 - Adaptive and self-organizing sensors of physical and chemical phenomena
 - Highly accurate, precise spectroscopic and radiometric measurement technology
 - Advanced instrument concepts (reduced mass, power, and volume)
- Key Emerging Technology:

- Self-Organizing Networks of Sensors with highly integrated structure, sensor, and processing systems to enable incorporation of knowledge into aerospace vehicle operations
 - Multi-functional sensor systems with integrated "processing to solutions" capability
 - Adaptive and self-organizing sensors of physical and chemical phenomena
 - Highly accurate, precise spectroscopic and radiometric measurement technology
 - Advanced instrument concepts (reduced mass, power, and volume)
- Required Technical Capabilities:
 - Advanced atmospheric remote sensing concepts and instrumentation
 - Advanced laser materials and electro-optical systems technology development
 - Multidisciplinary engineering and synergistic capabilities including lasers, optics, detectors, thermal, structural, and data systems

4.7 Atmospheric Chemistry, Climate, and Radiation Science

- Research Objective: Provide understanding of key atmospheric processes and trends through a portfolio of measurements and atmospheric modeling, analysis, and prediction
 - Identify emerging scientific technologies
 - Conduct space-based observations
 - Develop predictive models
 - Develop advanced instrument and data processing technologies
- Key Emerging Technologies:
 - Cloud and aerosol micro-physics for climate modeling
 - Three-dimensional coupled climate chemistry modeling for climate prediction
 - Remote sensing technology to enable observations from all orbits.
 - Measure, analyze, and model key components of Earth's atmosphere
- Required Technical Capabilities:
 - Remote sensing technology development
 - Field observations of key physical processes and satellite data validation
 - Large-scale scientific information systems

SECTION D - PACKAGING AND MARKING

D.1 1852.211-70 PACKAGING, HANDLING, AND TRANSPORTATION.(SEP 2005)

(a) The Contractor shall comply with NASA Procedural Requirements (NPR) 6000.1, "Requirements for Packaging, Handling, and Transportation for Aeronautical and Space Systems, Equipment, and Associated Components", as may be supplemented by the Statement of Work or specifications of this contract, for all items designated as Class I, II, or III.

(b) The Contractor's packaging, handling, and transportation procedures may be used, in whole or in part, subject to the written approval of the Contracting Officer, provided (1) the Contractor's procedures are not in conflict with any requirements of this contract, and (2) the requirements of this contract shall take precedence in the event of any conflict with the Contractor's procedures.

(c) The Contractor must place the requirements of this clause in all subcontracts for items that will become components of deliverable Class I, II, or III items.

SECTION E - INSPECTION AND ACCEPTANCE

E.1 CLAUSES INCORPORATED BY REFERENCE -- SECTION E

Clause(s) E.2 through E.3 at the beginning of this Section are incorporated by reference, with the same force and effect as if they were given in full text. Clauses incorporated by reference which require a fill-in by the Government include the text of the affected paragraph(s) only. This does not limit the clause to the affected paragraph(s). The Contractor is responsible for understanding and complying with the entire clause. The full text of the clause is available at the addresses contained in clause 52.252-2, Clauses Incorporated by Reference, of this contract.

(End of clause)

E.2 52.246-5 INSPECTION OF SERVICES COST-REIMBURSEMENT (APR 1984) (APPLICABLE TO OTHER THAN RESEARCH AND DEVELOPMENT TASK ORDERS)

E.3 52.246-9 INSPECTION OF RESEARCH AND DEVELOPMENT (SHORT FORM)(APR 1984) (APPLICABLE TO RESEARCH AND DEVELOPMENT TASK ORDERS)

E.4 FINAL INSPECTION AND ACCEPTANCE

Final inspection and acceptance of all items specified for delivery under this contract shall be accomplished by the Contracting Officer or his duly authorized representative as specified in Task Orders.

SECTION F - DELIVERIES OR PERFORMANCE

F.1 CLAUSES INCORPORATED BY REFERENCE -- SECTION F

Clause F.2 at the beginning of this Section is incorporated by reference, with the same force and effect as if they were given in full text. Clauses incorporated by reference which require a fill-in by the Government include the text of the affected paragraph(s) only. This does not limit the clause to the affected paragraph(s). The Contractor is responsible for understanding and complying with the entire clause. The full text of the clause is available at the addresses contained in clause 52.252-2, Clauses Incorporated by Reference, of this contract.

F.2 52.242-15 STOP-WORK ORDER. (AUG 1989) - ALTERNATE I (APR 1984)

F.3 PERIOD OF PERFORMANCE

The period of performance of this contract is 60 months from the effective date of this contract, unless otherwise extended in accordance with the terms and conditions of this contract

F.4 PLACE OF PERFORMANCE - SERVICES

The services to be performed under this contract shall be performed at the contractor's facility in Hampton Virginia, NASA Langley Research Center, and other sites as may be designated in individual Task Orders.

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 CLAUSES INCORPORATED BY REFERENCE -- SECTION G

Clauses G.1 through G.4 at the beginning of this Section are incorporated by reference, with the same force and effect as if they were given in full text. Clauses incorporated by reference which require a fill-in by the Government include the text of the affected paragraph(s) only. This does not limit the clause to the affected paragraph(s). The Contractor is responsible for understanding and complying with the entire clause. The full text of the clause is available at the addresses contained in clause 52.252-2, Clauses Incorporated by Reference, of this contract.

G.2 1852.227-11 PATENT RIGHTS - RETENTION BY THE CONTRACTOR (SHORT FORM).

G.3 1852.242-73 NASA CONTRACTOR FINANCIAL MANAGEMENT REPORTING. (NOV 2004)

G.4 1852.245-70 CONTRACTOR REQUESTS FOR GOVERNMENT-PROVIDED PROPERTY (DEVIATION)(SEP 2007)

G.5 1852.216-75 PAYMENT OF FIXED FEE. (DEC 1988)

The fixed fee shall be paid in monthly installments based upon the percentage of completion of work as determined by the Contracting Officer.

G.6 1852.216-87 SUBMISSION OF VOUCHERS FOR PAYMENT. (MAR 1998)

(a) The designated billing office for cost vouchers for purposes of the Prompt Payment clause of this contract is indicated below. Public vouchers for payment of costs shall include a reference to the number of this contract.

(b) (1) If the contractor is authorized to submit interim cost vouchers directly to the NASA paying office, the original voucher should be submitted to:

Designated Billing & Designated Paying Offices

NASA Shared Services Center (NSSC)

Financial Management Division (FMD) – Accounts Payable

Bldg 1111, C. Road

Stennis Space Center, MS 39529

Email: NSSC-AccountsPayable@nasa.gov

Fax: 866-209-5415/Phone: 877-677-2123

Electronic submissions of vouchers/invoices via email are preferred but not required over physical mailing.

(2) For any period that the Defense Contract Audit Agency has authorized the Contractor to submit interim cost vouchers directly to the Government paying office, interim vouchers are not required to be sent to the Auditor, and are considered to be provisionally approved for payment, subject to final audit.

(3) Copies of vouchers should be submitted as directed by the Contracting Officer.

(c) If the contractor is not authorized to submit interim cost vouchers directly to the paying office as described in paragraph (b), the contractor shall prepare and submit vouchers as follows:

(1) One original Standard Form (SF) 1034, SF 1035, or equivalent Contractor's attachment to:

DCAA Hampton Roads Branch Office
5200 W. Mercury Blvd, Suite 261
Hampton, VA 23605-1445
Phone: 757-838-5368

(2) Five copies of SF 1034, SF 1035A, or equivalent Contractor's attachment to the following offices by insertion in the memorandum block of their names and addresses (unless otherwise directed by the Contracting Officer):

- (i) Copy 1 NASA Contracting Officer
- (ii) Copy 2 Auditor
- (iii) Copy 3 Contractor
- (iv) Copy 4 Contract Administration Office; and
- (v) Copy 5 Project Management Office.

(3) The Contracting Officer may designate other recipients as required.

(d) Public vouchers for payment of fee shall be prepared similarly to the procedures in paragraphs (b) or (c) of this clause, whichever is applicable, and be forwarded to:

Designated Billing & Designated Paying Offices

NASA Shared Services Center (NSSC)
Financial Management Division (FMD) – Accounts Payable
Bldg 1111, C. Road
Stennis Space Center, MS 39529
Email: NSSC-AccountsPayable@nasa.gov
Fax: 866-209-5415/Phone: 877-677-2123

Electronic submissions of vouchers/invoices via email is preferred but not required over physical mailing.

This is the designated billing office for fee vouchers for purposes of the Prompt Payment clause of this contract.

(e) In the event that amounts are withheld from payment in accordance with provisions of this contract, a separate voucher for the amount withheld will be required before payment for that amount may be made.

G.7 1852.227-72 DESIGNATION OF NEW TECHNOLOGY REPRESENTATIVE AND PATENT REPRESENTATIVE. (JUL 1997)

(a) For purposes of administration of the clause of this contract entitled New Technology or Patent Rights - Retention by the Contractor (Short Form), whichever is included, the following named representatives are hereby designated by the Contracting Officer to administer such clause:

New Technology Representative NASA Langley Research Center Hampton, VA 23681-2199	Patent Representative, Office of Chief Counsel NASA Langley Research Center Hampton, VA 23681-2199
---	--

(b) Reports of reportable items, and disclosure of subject inventions, interim reports, final reports, utilization reports, and other reports required by the clause, as well as any correspondence with respect to such matters, should be directed to the New Technology Representative unless transmitted in response to correspondence or request from the Patent Representative. Inquires or requests regarding disposition of rights, election of rights, or related matters should be directed to the Patent Representative. This clause shall be included in any subcontract hereunder requiring a New Technology clause or Patent Rights - Retention by the Contractor (Short Form) clause, unless otherwise authorized or directed by the Contracting Officer. The respective responsibilities and authorities of the above-named representatives are set forth in 1827.305-370 of the NASA FAR Supplement.

G.8 1852.242-70 TECHNICAL DIRECTION. (SEP 1993)

(a) Performance of the work under this contract is subject to the written technical direction of the Contracting Officer Technical Representative (COTR), who shall be specifically appointed by the Contracting Officer in writing in accordance with NASA FAR Supplement 1842.270. "Technical direction" means a directive to the Contractor that approves approaches, solutions, designs, or refinements; fills in details or otherwise completes the general description of work or documentation items; shifts emphasis among work areas or tasks; or furnishes similar instruction to the Contractor. Technical direction includes requiring studies and pursuit of certain lines of inquiry regarding matters within the general tasks and requirements in Section C of this contract.

(b) The COTR does not have the authority to, and shall not, issue any instruction purporting to be technical direction that--

- (1) Constitutes an assignment of additional work outside the statement of work;
- (2) Constitutes a change as defined in the changes clause;
- (3) Constitutes a basis for any increase or decrease in the total estimated contract cost, the fixed fee (if any), or the time required for contract performance;
- (4) Changes any of the expressed terms, conditions, or specifications of the contract; or
- (5) Interferes with the contractor's rights to perform the terms and conditions of the contract.

(c) All technical direction shall be issued in writing by the COTR.

(d) The Contractor shall proceed promptly with the performance of technical direction duly issued by the COTR in the manner prescribed by this clause and within the COTR's authority. If, in the Contractor's opinion, any instruction or direction by the COTR falls within any of the categories defined in paragraph (b) of this clause, the Contractor shall not proceed but shall notify the Contracting Officer in writing within 5 working days after receiving it and shall request the Contracting Officer to take action as described in this clause. Upon receiving this notification, the Contracting Officer shall either issue an appropriate contract modification within a reasonable time or advise the Contractor in writing within 30 days that the instruction or direction is--

- (1) Rescinded in its entirety; or
- (2) Within the requirements of the contract and does not constitute a change under the changes clause of the contract, and that the Contractor should proceed promptly with its performance.

(e) A failure of the contractor and contracting officer to agree that the instruction or direction is both within the requirements of the contract and does not constitute a change under the changes clause, or a failure to agree upon the contract action to be taken with respect to the instruction or direction, shall be subject to the Disputes clause of this contract.

(f) Any action(s) taken by the contractor in response to any direction given by any person other than the Contracting Officer or the COTR shall be at the Contractor's risk.

G.9 1852.245-71 INSTALLATION-ACCOUNTABLE GOVERNMENT PROPERTY (DEVIATION) (SEP 2007)

(a) The Government property described in paragraph (c) of this clause may be made available to the Contractor on a no-charge basis for use in performance of this contract. This property shall be utilized only within the physical confines of the NASA installation that provided the property unless authorized by the contracting officer under (b)(1)(iv). Under this clause, the Government retains accountability for, and title to, the property, and the Contractor shall comply with the following:

NASA Procedural Requirements (NPR) 4100, NASA Materials Inventory Management Manual
NASA Procedural Requirements (NPR) 4200, NASA Equipment Management Procedural Requirements
NASA Procedural Requirement (NPR) 4300, NASA Personal Property Disposal Procedural Requirements

NOTE: This clause applies to Government Property identified in awarded task orders. The Government will identify property identified in paragraph(c) below in task orders issued against the contract.

Property not recorded in NASA property systems must be managed in accordance with the requirements of FAR 52.245-1.

The Contractor shall establish and adhere to a system of written procedures to assure continued, effective management control and compliance with these user responsibilities. Such procedures must include holding employees liable, when appropriate, for loss, damage, or destruction of Government property.

(b)(1) The official accountable recordkeeping, financial control, and reporting of the property subject to this clause shall be retained by the Government and accomplished within NASA management information systems prescribed by the installation Supply and Equipment Management Officer (SEMO) and Financial Management Officer. If this contract provides for the Contractor to acquire property, title to which will vest in the Government, the following additional procedures apply:

(i) The Contractor's purchase order shall require the vendor to deliver the property to the installation central receiving area.

(ii) The Contractor shall furnish a copy of each purchase order, prior to delivery by the vendor, to the installation central receiving area.

(iii) The Contractor shall establish a record of the property as required by FAR 52.245-1, Government Property, and furnish to the Industrial Property Officer a DD Form 1149, Requisition and Invoice/Shipping Document, (or installation equivalent) to transfer accountability to the Government within 5 working days after receipt of the property by the Contractor. The Contractor is accountable for all contractor-acquired property until the property is transferred to the Government's accountability.

(iv) Contractor use of Government property at an off-site location and off-site subcontractor use require advance approval of the Contracting Officer and notification of the Industrial Property Officer. The property shall be considered Government furnished and the Contractor shall assume accountability and financial reporting responsibility. The Contractor shall establish records and property control procedures and maintain the property in accordance with the requirements of FAR 52.245-1, Government Property, until its return to the installation. NASA Procedural Requirements related to property loans shall not apply to offsite use of property by contractors.

(2) After transfer of accountability to the Government, the Contractor shall continue to maintain such internal records as are necessary to execute the user responsibilities identified in paragraph (a) of this clause and document the acquisition, billing, and disposition of the property. These records and supporting documentation shall be made available, upon request, to the SEMO and any other authorized representatives of the Contracting Officer.

(c) The following property and services are provided if checked (**AS IDENTIFIED IN TASK ORDERS**).

☒ (1) Office space, work area space, and utilities. Government telephones are available for official purposes only.

☒ (2) Office furniture.

☐ (3) Property listed in [Insert attachment number or "not applicable" if no equipment is provided].

(ii) If the Contractor acquires property, title to which vests in the Government pursuant to other provisions of this contract, this property also shall become accountable to the Government upon its entry into Government records.

(iii) The Contractor shall not bring to the installation for use under this contract any property owned or leased by the Contractor, or other property that the Contractor is accountable for under any other Government contract, without the Contracting Officer's prior written approval.

☐ (4) Supplies from stores stock.

☐ (5) Publications and blank forms stocked by the installation.

☐ (6) Safety and fire protection for Contractor personnel and facilities.

☐ (7) Installation service facilities: [Insert the name of the facilities or "None"].

☐ (8) Medical treatment of a first-aid nature for Contractor personnel injuries or illnesses sustained during on-site duty.

☐ (9) Cafeteria privileges for Contractor employees during normal operating hours.

☐ (10) Building maintenance for facilities occupied by Contractor personnel.

☒ (11) Moving and hauling for office moves, movement of large equipment, and delivery of supplies. Moving services may be provided on-site, as approved by the Contracting Officer.

G.10 1852.245-73 FINANCIAL REPORTING OF NASA PROPERTY IN THE CUSTODY OF CONTRACTORS. (SEP 2007)

(a) The Contractor shall submit annually a NASA Form (NF) 1018, NASA Property in the Custody of Contractors, in accordance with the provisions of 1845.505-14, the instructions on the form, subpart 1845.71, and any supplemental instructions for the current reporting period issued by NASA.

(b)(1) Subcontractor use of NF 1018 is not required by this clause; however, the Contractor shall include data on property in the possession of subcontractors in the annual NF 1018.

(2) The Contractor shall mail the original signed NF 1018 directly to the cognizant NASA Center Deputy Chief Financial Officer, Finance, unless the Contractor uses the NF 1018 Electronic Submission System (NESS) for report preparation and submission.

(3) One copy shall be submitted (through the Department of Defense (DOD) Property Administrator if contract administration has been delegated to DOD) to the following address:

NASA Langley Research Center, Attn: Susan C. Tillman
Industrial Property Office, Mail Stop 377
Hampton, VA 23681-2199
susan.c.tillman@nasa.gov
757-864-8196 (fax number)

unless the Contractor uses the NF 1018 Electronic Submission System (NESS) for report preparation and submission.

(c)(1) The annual reporting period shall be from October 1 of each year through September 30 of the following year. The report shall be submitted in time to be received by October 15. The information contained in these reports is entered into the NASA accounting system to reflect current asset values for agency financial statement purposes. Therefore, it is essential that required reports be received no later than October 15. Some activity may be estimated for the month of September, if necessary, to ensure the NF 1018 is received when due. However, contractors' procedures must document the process for developing these estimates based on planned activity such as planned purchases or NASA Form 533 (NF 533 Contractor Financial Management Report) cost estimates. It should be supported and documented by historical experience or other corroborating evidence, and be retained in accordance with FAR Subpart 4.7, Contractor Records Retention. Contractors shall validate the reasonableness of the estimates and associated methodology by comparing them to the actual activity once that data is available, and adjust them accordingly. In addition, differences between the estimated cost and actual cost must be adjusted during the next reporting period. Contractors shall have formal policies and procedures, which address the validation of NF 1018 data, including data from subcontractors, and the identification and timely reporting of errors. The objective of this validation is to ensure that information reported is accurate and in compliance with the NASA FAR Supplement. If errors are discovered on NF 1018 after submission, the contractor shall contact the cognizant NASA Center Industrial Property Officer (IPO) within 30 days after discovery of the error to discuss corrective action.

(2) The Contracting Officer may, in NASA's interest, withhold payment until a reserve not exceeding \$25,000 or 5 percent of the amount of the contract, whichever is less, has been set aside, if the Contractor fails to submit annual NF 1018 reports in accordance with 1845.505-14 and any supplemental instructions for the current reporting period issued by NASA. Such reserve shall be withheld until the Contracting Officer has determined that NASA has received the required reports. The withholding of any amount or the subsequent payment thereof shall not be construed as a waiver of any Government right.

(d) A final report shall be submitted within 30 days after disposition of all property subject to reporting when the contract performance period is complete in accordance with (b)(1) through (3) of this clause.

G.11 1852.245-74 IDENTIFICATION AND MARKING OF GOVERNMENT EQUIPMENT (DEVIATION)(SEPTEMBER 2007)

(a) The Contractor shall identify all equipment to be delivered to the Government using NASA Technical Handbook (NASA-HDBK) 6003, Application of Data Matrix Identification Symbols to Aerospace Parts Using Direct Part Marking Methods/Techniques, and NASA Standard (NASA-STD) 6002, Applying Data Matrix Identification Symbols on Aerospace Parts Handbook. This includes deliverable equipment listed in the schedule and other equipment when NASA directs physical transfer to NASA or a third party. The Contractor shall identify property in both machine and human readable form unless the use of a machine readable-only format is approved by the NASA Industrial Property Officer.

(b) Property shall be marked in a location that will be human readable, without disassembly or movement of the property, when the items are placed in service unless such placement would have a deleterious effect on safety or on the item's operation.

(c) Concurrent with equipment delivery or transfer, the Contractor shall provide the following data in an electronic spreadsheet format: -

- (1) Item Description.
 - (2) Unique Identification Number (License Tag).
 - (3) Unit Price.
 - (4) An explanation of the data used to make the unique identification number.
- (d) For items physically transferred under paragraph (a) the following additional data is required:
- (1) Date originally placed in service.
 - (2) Item condition.
 - (3) Date last serviced.

(e) The data required in paragraphs (c) and (d) shall be delivered to the NASA center receiving activity listed below:

NASA Langley Central Receiving
Building 1206
4 S. Marvin Street
Hampton, VA 23681-2199

(f) The contractor shall include the substance of this clause, including this paragraph (f), in all subcontracts that require delivery of equipment.

(End of clause)

G.12 1852.245-75 PROPERTY MANAGEMENT CHANGES (DEVIATION)(SEP 2007)

(a) The Contractor shall submit any changes to standards and practices used for management and control of Government property under this contract to the assigned property administrator and Industrial Property Officer (IPO), prior to making the change whenever the change --

- (1) Employs a standard that allows increase in thresholds or changes the timing for reporting loss, damage, or destruction of property;
- (2) Alters physical inventory timing or procedures;
- (3) Alters recordkeeping practices;
- (4) Alters practices for recording the transport or delivery of Government property; or
- (5) Alters practices for disposition of Government property.

(b) The Contractor shall contact the IPO at:

NASA Langley Research Center
Attn: Susan C. Tillman
Industrial Property Office
Mail Stop 377
Hampton, VA 23681-2199
susan.c.tillman@nasa.gov
757-864-8196 (fax number)

G.13 1852.245-76 LIST OF GOVERNMENT PROPERTY FURNISHED PURSUANT TO FAR 52.245-1 (DEVIATION)(SEP 2007) (*Only As Specified In Task Orders)

(a) For performance of work under this contract, the Government will make available Government property identified in task orders awarded against this contract. on a no-charge-for-use basis pursuant to the clause at FAR 52.245-1, Government Property. The Contractor shall use this property in the performance of this contract at locations identified task orders and at other location(s) as may be approved by the Contracting Officer. Under FAR 52.245-1, the Contractor is accountable for the identified property. The following table will be used in task orders to identify Government Property:

Item Description	Acquisition Date	Acquisition Cost	Quantity	If equipment		
				Manufacturer	Model	Serial Number

[Insert a description of the item(s), quantity, acquisition cost, and date the property will be furnished to the Contractor-Applicable to task orders issued against the contract.]

(End of clause)

G.14 1852.245-78 PHYSICAL INVENTORY OF CAPITAL PERSONAL PROPERTY (DEVIATION)(SEP 2007)

(a) In addition to physical inventory requirements under the clause at FAR 52.245-1, Government Property, the Contractor shall conduct annual physical inventories for individual property items with an acquisition cost exceeding \$100,000.

(1) The Contractor shall inventory --

(i) Items of property furnished by the Government;

(ii) Items acquired by the Contractor and titled to the Government under the clause at FAR 52.245-1;

(iii) Items constructed by the Contractor and not included in the deliverable, but titled to the Government under the clause at FAR 52.245-1; and

(iv) Complete but undelivered deliverables.

(2) The Contractor shall use the physical inventory results to validate the property record data, specifically location, condition and use status, and to prepare summary reports of inventory as described in paragraph (c) of this clause.

(b) Unless specifically authorized in writing by the NASA Industrial Property Officer (IPO), the inventory shall be performed and posted by individuals other than those assigned custody of the items, responsibility for maintenance, or responsibility for posting to the property record. The Contractor may request a waiver from this separation of duties requirement from the NASA IPO, when all of the conditions in either (1) or (2) below are met.

(1) The Contractor utilizes an electronic system for property identification, such as a laser bar-code reader or radio frequency identification reader, and

(i) The programs or software preclude manual data entry of inventory identification data by the individual performing the inventory; and

(ii) The inventory and property management systems contain sufficient management controls to prevent tampering and assure proper posting of collected inventory data.

(2) The Contractor has limited quantities of property, limited personnel, or limited property systems; and,

(i) The Contractor provides written confirmation that the Government property exists in the recorded condition and location; and

(ii) The items continue to be used exclusively for performance of the contract or as otherwise authorized by the Contracting Officer.

(3) The Contractor shall submit the request to the cognizant property administrator and obtain approval from the IPO prior to implementation of the practice.

(c) The Contractor shall report the results of the physical inventory to the property administrator and the NASA Industrial Property Officer within 10 calendar days of completion of the physical inventory. The report shall --

(1) Provide a summary showing number and value of items inventoried; and

(2) Include additional supporting reports of --

(i) Loss, damage or destruction, in accordance with the clause at 52.245-1, Government Property;

(ii) Idle property available for reuse or disposition; and

(iii) A summary of adjustments made to location, condition, status, or user as a result of the physical inventory reconciliation.

(d) The Contractor shall retain all physical inventory records, including records of all transactions associated with inventory reconciliation. All records shall be subject to Government review and/or audit.

(End of clause)

G.15 1852.245-80 GOVERNMENT PROPERTY MANAGEMENT INFORMATION (DEVIATION)(SEP 2007)

(a) The offeror shall identify the industry leading or voluntary consensus standards, and/or the industry leading practices, that it intends to employ for the management of Government property under any contract awarded from this solicitation.

(b) The offeror shall provide the date of its last Government property control system analysis along with its overall status, a summary of findings and recommendations, the status of any recommended corrective actions, the name of the Government activity that performed the analysis, and the latest available contact information for that activity.

(c) The offeror shall identify any property it intends to use in performance of this contract from the list of available Government property in the provision at 1852.245-81, List of Available Government Property.

(d) The offeror shall identify all Government property in its possession, provided under other Government contracts that it intends to use in the performance of this contract. The offeror shall also identify: the contract that provided the property, the responsible contracting officer, the dates during which the property will be available for use (including the first, last, and all intervening months), and, for any property that will be used concurrently in performing two or more contracts, the amounts of the respective uses in sufficient detail to support prorating the rent, the amount of rent that would otherwise be charged in accordance with FAR 52.245-9, Use and Charges, and the contact information for the responsible Government contracting officer. The offeror shall provide proof that such use was authorized by the responsible contracting officer.

(e) The offeror shall disclose cost accounting practices that allow for direct charging of commercially available equipment, when commercially available equipment is to be used in performance of the contract and the equipment is not a deliverable.

(f) The offeror shall identify, in list form, any equipment that it intends to acquire and directly charge to the Government under this contract. The list shall include a description, manufacturer, model number (when available), quantity required, and estimated unit cost.

(g) The offeror shall disclose its intention to acquire any parts, supplies, materials or equipment, to fabricate an item of equipment for use under any contract resulting from this solicitation when that item of equipment: will be titled to the government under the provisions of the contract; is not included as a contract deliverable; and the Contractor intends to charge the costs of materials directly to the contract. The disclosure shall be in list form, parts shall be grouped by and identify the end item or system and shall include all descriptive information, manufacturer, model, part, catalog or other identification numbers (when available), quantities required, and estimated unit costs.

(h) Existing available Government property listed in the provision at 1852.245-81 is provided "as is". NASA makes no warranty regarding its performance or condition. The offeror uses this property at its own risk and should make its own assessment of the property's suitability for use. The equitable adjustment provisions of the clause at 52.245-1, Government Property, are not applicable to this property. The offeror must obtain the Contracting Officer's written approval before acquiring replacement property when it intends to charge the cost directly to the contract.

(i) Existing Government property may be reviewed at the following locations, dates, and times:

Contractor's facilities and other locations as identified in task orders during normal duty hours
(End of provision)

G.16 1852.245-81 LIST OF AVAILABLE GOVERNMENT PROPERTY (DEVIATION)(SEP 2007) (*Only As Specified In Task Orders)

NOTE: THIS PROVISION WILL ONLY APPLY TO TASK SOLICITATIONS, WHEN APPLICABLE.

(a) The Government will make the following Government property available for use in performance of the contract resulting from this solicitation, on a no-charge-for-use basis in accordance with FAR 52.245-1, Government Property. The offeror shall notify the Government, as part of its proposal, of its intention to use or not use the property.

Item Description	Acquisition Date	Acquisition Cost	Quantity	If equipment		
				Manufacturer	Model	Serial Number

(b) The Government will make the following Government property available for use in performance of the contract resulting from this solicitation, on a no-charge-for-use basis in accordance with FAR 52.245-2, Government Property Installation Operation Services. The offeror shall notify the Government of its intention to use or not use the property.

Item Description	Acquisition Date	Acquisition Cost	Quantity	If equipment		
				Manufacturer	Model	Serial Number

(c) The selected Contractor will be responsible for costs associated with transportation, and installation of the property listed in this provision.

(End of clause)

G.17 1852.245-82 OCCUPANCY MANAGEMENT REQUIREMENTS (DEVIATION)(SEP 2007) (*Only As Specified In Task Orders)

(a) In addition to the requirements of the clause at FAR 52.245-1, Government Property, the Contractor shall comply with the following in performance of work in and around Government real property:

- (1) NPD 8800.14, Policy for Real Property Management.
- (2) NPR 8831.2, Facility Maintenance Management

[Insert any additional Center occupancy requirements here-As specified in task orders.]

(b) The Contractor shall obtain the written approval of the Contracting Officer before installing or removing Contractor-owned property onto or into any Government real property or when movement of Contractor-owned property may damage or destroy Government-owned property. The Contractor shall restore damaged property to its original condition at the Contractor's expense.

(c) The Contractor shall not acquire, construct or install any fixed improvement or structural alterations in Government buildings or other real property without the advance, written approval of the Contracting Officer. Fixed improvement or structural alterations, as used herein, means any alteration or improvement in the nature of the building or other real property that, after completion, cannot be removed without substantial loss of value or damage to the premises. Title to such property shall vest in the Government.

(d) The Contractor shall report any real property or any portion thereof when it is no longer required for performance under the contract, as directed by the Contracting Officer.

(End of Clause)

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 CLAUSES INCORPORATED BY REFERENCE -- SECTION H

Clauses H.2 through H.6 at the beginning of this Section are incorporated by reference, with the same force and effect as if they were given in full text. Clauses incorporated by reference which require a fill-in by the Government include the text of the affected paragraph(s) only. This does not limit the clause to the affected paragraph(s). The Contractor is responsible for understanding and complying with the entire clause. The full text of the clause is available at the addresses contained in clause 52.252-2, Clauses Incorporated by Reference, of this contract.

(End of clause)

H.2 1852.208-81 RESTRICTIONS ON PRINTING AND DUPLICATING. (NOV 2004)

H.3 1852.223-70 SAFETY AND HEALTH. (APR 2002)

H.4 1852.223-75 MAJOR BREACH OF SAFETY OR SECURITY. (FEB 2002)

H.5 1852.242-72 OBSERVANCE OF LEGAL HOLIDAYS (AUG 1992) -- ALTERNATE I (SEP 1989) AND ALTERNATE II (OCT 2000)

H.6 1852.244-70 GEOGRAPHIC PARTICIPATION IN THE AEROSPACE PROGRAM. (APR 1985)

H.7 1852.209-71 LIMITATION OF FUTURE CONTRACTING. (DEC 1988)

(a) The Contracting Officer has determined that this acquisition may give rise to a potential organizational conflict of interest. Accordingly, the attention of prospective offerors is invited to FAR Subpart 9.5 - Organizational Conflicts of Interest.

(b) The nature of this conflict is: As specifically negotiated and included in individual task orders issued against the contract.

(c) The restrictions upon future contracting are as follows:

1. If the Contractor, under the terms of this contract, or through the performance of tasks pursuant to this contract, is required to develop specifications or statements of work that are to be incorporated into a solicitation, the Contractor shall be ineligible to perform the work described in that solicitation as a prime or first-tier subcontractor under an ensuing NASA contract. This restriction shall remain in effect for a reasonable time, as agreed to by the Contracting Officer and the Contractor, sufficient to avoid unfair competitive advantage or potential bias (this time shall in no case be less than the duration of the initial production contract). NASA shall not unilaterally require the Contractor to prepare such specifications or statements of work under this contract.

2. To the extent that the work under this contract requires access to proprietary, business confidential, or financial data of other companies, and as long as these data remain proprietary or confidential, the Contractor shall protect these data from unauthorized use and disclosure and agrees not to use them to compete with those other companies.

H.8 1852.216-80 TASK ORDERING PROCEDURE. (OCT 1996)

- (a) Only the Contracting Officer may issue task orders to the Contractor, providing specific authorization or direction to perform work within the scope of the contract and as specified in the schedule. The Contractor may incur costs under this contract in performance of task orders and task order modifications issued in accordance with this clause. No other costs are authorized unless otherwise specified in the contract or expressly authorized by the Contracting Officer.
- (b) Prior to issuing a task order, the Contracting Officer shall provide the Contractor with the following data:
- (1) A functional description of the work identifying the objectives or results desired from the contemplated task order.
 - (2) Proposed performance standards to be used as criteria for determining whether the work requirements have been met.
 - (3) A request for a task plan from the Contractor to include the technical approach, period of performance, appropriate cost information, and any other information required to determine the reasonableness of the Contractor's proposal.
- (c) Within **15 calendar days (unless otherwise approved by the Contracting Officer)** after receipt of the Contracting Officer's request, the Contractor shall submit a task plan conforming to the request.
- (d) After review and any necessary discussions, the Contracting Officer may issue a task order to the Contractor containing, as a minimum, the following:
- (1) Date of the order.
 - (2) Contract number and order number.
 - (3) Functional description of the work identifying the objectives or results desired from the task order, including special instructions or other information necessary for performance of the task.
 - (4) Performance standards, and where appropriate, quality assurance standards.
 - (5) Maximum dollar amount authorized (cost and fee or price). This includes allocation of award fee among award fee periods, if applicable.
 - (6) Any other resources (travel, materials, equipment, facilities, etc.) authorized.
 - (7) Delivery/performance schedule including start and end dates.
 - (8) If contract funding is by individual task order, accounting and appropriation data.
- (e) The Contractor shall provide acknowledgment of receipt to the Contracting Officer within 3 calendar days after receipt of the task order.
- (f) If time constraints do not permit issuance of a fully defined task order in accordance with the procedures described in paragraphs (a) through (d), a task order which includes a ceiling price may be issued.
- (g) The Contracting Officer may amend tasks in the same manner in which they were issued.
- (h) In the event of a conflict between the requirements of the task order and the Contractor's approved task plan, the task order shall prevail.

H.9 1852.235-73 FINAL SCIENTIFIC AND TECHNICAL REPORTS. (DEC 2006) --- ALTERNATE II (FEB 2003) (*Only As Specified In Task Orders)

(a) The Contractor shall submit to the Contracting Officer a final report that summarizes the results of the entire contract, including recommendations and conclusions based on the experience and results obtained. The final report should include tables, graphs, diagrams, curves, sketches, photographs, and drawings in sufficient detail to explain comprehensively the results achieved under the contract.

(b) The final report shall be of a quality suitable for publication and shall follow the formatting and stylistic guidelines contained in NPR 2200.2, Guidelines for Documentation, Approval, and Dissemination of NASA Scientific and Technical Information. Electronic formats for submission of reports should be used to the maximum extent practical. Before electronically submitting reports containing scientific and technical information (STI) that is export-controlled or limited or restricted, contact the Contracting Officer to determine the requirements to electronically transmit these forms of STI. If appropriate electronic safeguards are not available at the time of submission, a paper copy or a CD-ROM of the report shall be required. Information regarding appropriate electronic formats for final reports is available at <http://www.sti.nasa.gov> under Publish STI - Electronic File Formats.

(c) The last page of the final report shall be a completed Standard Form (SF) 298, Report Documentation Page.

(d) In addition to the final report submitted to the Contracting Officer, the Contractor shall concurrently provide to the Center STI/Publication Manager and the NASA Center for AeroSpace Information (CASI) a copy of the letter transmitting the final report to the Contracting Officer. The copy of the letter shall be submitted to CASI at the address listed at <http://www.sti.nasa.gov> under the "Get Help" link.

(e) Data resulting from this research activity may be subject to export control, national security restrictions or other restrictions designated by NASA; or, to the extent the Contractor receives or is given access to data necessary for the performance of the contract which contain restrictive markings, may include proprietary information of others. Therefore, the Contractor shall not publish, release, or otherwise disseminate, except to NASA, data produced during the performance of this contract, including data contained in the final report and any additional reports required by 1852.235-74 when included in the contract, without prior review by NASA. Should the Contractor seek to publish, release, or otherwise disseminate data produced during the performance of this contract, the Contractor may do so once NASA has completed its document availability authorization review and the availability of the data has been determined.

H.10 1852.235-74 ADDITIONAL REPORTS OF WORK - RESEARCH AND DEVELOPMENT. (FEB 2003)

In addition to the final report required under this contract, the Contractor shall submit the reports as specified in Contract Exhibit A – Contract Documentation Requirements, Subparagraph B "Technical Progress Reports".

H.11 ADVANCE AGREEMENT ON INDIRECT RATE(S) (LaRC 52.231-90) (APR 2002)

(a) Notwithstanding the provisions of the clause entitled "Allowable Cost and Payment," the Contractor will be reimbursed at the indirect ceiling rates specified below or the actual rates, whichever is less, for each of the Contractor's fiscal years applicable to this contract. The Contractor's fiscal year is October 1 through September 30. Any costs that are not reimbursed due to the ceilings shall be deemed unallowable costs. These unallowable costs shall not be recovered under this or any other Government contract.

Redacted Information

INFORMATION redacted is subject to protection from release pursuant to 14 CFR Part 1206.300(b)4 that states: Trade secrets and commercial or financial information obtained from a person which is privileged or confidential

(b) The above rate ceilings are predicated upon the bases listed above and the accounting practices and accounting system in effect on January 23, 2008. If the Contractor changes its accounting practices or accounting system in any way, the Contractor will immediately notify the Government. Within 30 days of such change the Contractor shall present to the Contracting Officer information that demonstrates that the change will not impact the allowable cost computed using the above rates or shall submit a proposal for adjustment of the ceilings so that the total costs allowable will not exceed the total costs that would have been allowable had the Contractor not changed its accounting practices or accounting system. In the event that the parties cannot agree on new ceilings using the Contractor's new accounting practices or system and the Contractor does not agree to return to the previous accounting practices and system, the Contracting Officer may equitably adjust the ceilings.

H.12 1852.225-70 EXPORT LICENSES. (FEB 2000)

(a) The Contractor shall comply with all U.S. export control laws and regulations, including the International Traffic in Arms Regulations (ITAR), 22 CFR Parts 120 through 130, and the Export Administration Regulations (EAR), 15 CFR Parts 730 through 799, in the performance of this contract. In the absence of available license exemptions/exceptions, the Contractor shall be responsible for obtaining the appropriate licenses or other approvals, if required, for exports of hardware, technical data, and software, or for the provision of technical assistance.

(b) The Contractor shall be responsible for obtaining export licenses, if required, before utilizing foreign persons in the performance of this contract, including instances where the work is to be performed on-site at NASA Langley Research Center or other locations specified in task orders, where the foreign person will have access to export-controlled technical data or software.

(c) The Contractor shall be responsible for all regulatory record keeping requirements associated with the use of licenses and license exemptions/exceptions.

(d) The Contractor shall be responsible for ensuring that the provisions of this clause apply to its subcontractors.

H.13 ADVANCE AGREEMENT – RIGHTS IN DATA CLAUSE

The following Federal Acquisition Regulation (FAR) clause is included in Section I of this contract: "52.227-14, Rights In Data--General (JUN 1987) (Alternate IV)(JUN 1987)." This clause (including Alternate IV) applies only when basic or applied research is being performed solely and exclusively by universities and colleges. To the extent that work under the contract is performed by other than universities or colleges (including NIAA), the following Section I clause will apply: "FAR 52.227-14, Rights In Data--General (JUN 1987) – as modified by NASA FAR Supplement 1852.227-14 (Oct 1995)." The provisions of this advance agreement shall be included in all subcontracts.

H.14 SECURITY PROGRAM/NON-U.S. CITIZEN EMPLOYEE ACCESS REQUIREMENTS (LaRC 52.204-91) (FEB 2007)

Access to the LaRC by non-U.S. citizen employees, including those in permanent resident alien status, shall be approved in accordance with NPR 1371.2A, "Procedural Requirements for Processing Requests for Access to NASA Installations or Facilities by Foreign Nationals or U.S. Citizens Who are Reps of Foreign Entities". Processing requires advance notice of a minimum of 20 days depending on the nationality of the non-U.S. citizen or foreign representative. Access authorization shall be for a maximum of one year and must be re-evaluated annually. Non-U.S. citizen employees or foreign representatives must be under escort at all times while on Center (by a NASA Civil Servant or permanently badged contractor) unless otherwise approved by the International Visitors Coordinator (IVC).

H.15 OBSERVATION OF REGULATIONS AND IDENTIFICATION OF CONTRACTOR'S EMPLOYEES (LaRC 52.211-104) (FEB 2007)

(a) Observation of Regulations--In performance of that part of the contract work which may be performed at Langley Research Center (LaRC) or other Government installation, the Contractor shall require its employees to observe the rules and regulations as prescribed by the authorities at LaRC or other installation including all applicable Federal, NASA and Langley safety, health, environmental and security regulations.

(b) Identification Credentials--At all times while on LaRC property, the Contractor shall require its employees, subcontractors and agents to wear credentials issued by NASA LaRC. Contractors will be held accountable for these credentials, and may be required to validate its active employees on an annual basis with the NASA LaRC Security Office. Immediately upon employee termination or contract completion, badges shall be returned to the NASA LaRC Badge and Pass Office. It is agreed and understood that all NASA identification badges remain the property of NASA and the Government reserves the right to invalidate such badges at any time.

(c) Employee Out Processing--The Contractor shall ensure that all employees who are terminated or no longer connected with work being performed under this contract are out processed through the LaRC Badge and Pass Office. Badges and keys must be accounted for and returned.

H.16 VIRGINIA AND LOCAL SALES TAXES (LARC 52.229-92) (FEB 2004)

To perform this contract, the Contractor must be knowledgeable of relevant state and local taxes when making purchases of tangible personal property. The Contractor shall refrain from paying inapplicable taxes or taxes where an exemption exists, but shall pay applicable taxes that are reimbursable pursuant to FAR 31.205-41, Taxes. Even though title to property purchased under this contract may pass to the Government and the price is reimbursable under contract cost principles, such transactions do not in themselves provide tax immunity to the Contractor. Therefore, within 30 days after the effective date of this contract, the Contractor shall request from the Virginia State Tax Commission a ruling on any tax exemptions that may be applicable to purchases made under this contract. The Contractor shall provide all facts relevant to the situation and shall pursue an interpretation of the law that is most favorable to both the Contractor and the Government.

H.17 USE OF GOVERNMENT PROPERTY ON A NO-CHARGE BASIS (Use is only authorized as defined by task orders issued by the Contracting Officer)

As identified and authorized in task orders issued under this contract, the Contractor is authorized to use on a no-charge, noninterference basis the Government property provided to the Contractor under cooperative agreement NCC1-02043 or as otherwise specified in the task order and identified in the cognizant Contracting Officer's letter approving use of the property. Use is authorized on the basis that it will not interfere with performance of the Government contract(s) under which the property was originally furnished. Use shall be in accordance with the terms and conditions of these contract(s) and the cognizant Contracting Officer's approval letter:

SECTION I - CONTRACT CLAUSES

I.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE. (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

- Federal Acquisition Regulation (FAR) clauses:
<http://www.acqnet.gov/far/>
- NASA FAR Supplement (NFS) clauses:
<http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm>

I.3 CLAUSES INCORPORATED BY REFERENCE -- SECTION I

All clauses at the beginning of this Section are incorporated by reference, with the same force and effect as if they were given in full text. Clauses incorporated by reference which require a fill-in by the Government include the text of the affected paragraph(s) only. This does not limit the clause to the affected paragraph(s). The Contractor is responsible for understanding and complying with the entire clause. The full text of the clause is available at the addresses contained in clause 52.252-2, Clauses Incorporated by Reference, of this contract.

I.4 52.202-1 DEFINITIONS. (JUL 2004)

I.5 52.203-3 GRATUITIES. (APR 1984)

I.6 52.203-5 COVENANT AGAINST CONTINGENT FEES. (APR 1984)

I.7 52.203-7 ANTI-KICKBACK PROCEDURES. (JUL 1995)

I.8 52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY. (JAN 1997)

I.9 52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY. (JAN 1997)

I.10 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS. (SEP 2007)

I.11 52.204-2 SECURITY REQUIREMENTS. (AUG 1996)

I.12 52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER. (AUG 2000)

I.13 52.204-7 CENTRAL CONTRACTOR REGISTRATION. (JUL 2006)

I.14 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL. (NOV 2006)

I.15 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT. (SEP 2006)

I.17 52.215-2 AUDIT AND RECORDS - NEGOTIATION. (JUN 1999) - ALTERNATE II (APR 1998)

I.18 52.215-8 ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT. (OCT 1997)

I.19 52.215-10 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA. (OCT 1997)

I.20 52.215-11 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA - MODIFICATIONS. (OCT 1997)

I.21 52.215-12 SUBCONTRACTOR COST OR PRICING DATA. (OCT 1997)

I.22 52.215-13 SUBCONTRACTOR COST OR PRICING DATA - MODIFICATIONS. (OCT 1997)

I.23 52.215-14 INTEGRITY OF UNIT PRICES. (OCT 1997) - ALTERNATE I (OCT 1997)

I.24 52.215-15 PENSION ADJUSTMENTS AND ASSET REVERSIONS. (OCT 2004)

I.25 52.215-17 -- WAIVER OF FACILITIES CAPITAL COST OF MONEY (OCT 1997)

I.26 52.215-18 REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS. (JUL 2005)

I.27 52.216-7 ALLOWABLE COST AND PAYMENT. (DEC 2002)

NOTE: In accordance with FAR 16.301(a)(1), the clause is modified by deleting from paragraph (a) the words "Subpart 31.2" and substituting for them "Subpart 31.7."

(a)(3) The designated payment office will make interim payments for contract financing on the 30th day after the designated billing office receives a proper payment request.

I.28 52.216-8 FIXED FEE. (MAR 1997)

I.29 52.217-8 OPTION TO EXTEND SERVICES. (NOV 1999) (Insert: "Prior to the expiration of this contract.")

I.30 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS. (MAY 2004)

I.31 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN. (SEP 2007) - ALTERNATE II (OCT 2001)

I.32 52.219-16 LIQUIDATED DAMAGES - SUBCONTRACTING PLAN. (JAN 1999)

I.33 52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES. (FEB 1997)

I.34 52.222-3 CONVICT LABOR. (JUN 2003)

I.35 52.222-21 PROHIBITION OF SEGREGATED FACILITIES. (FEB 1999)

I.36 52.222-26 EQUAL OPPORTUNITY. (MAR 2007)

I.37 52.222-29 NOTIFICATION OF VISA DENIAL. (JUN 2003)

I.38 52.222-35 EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS. (SEP 2006)

I.39 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES. (JUN 1998)

I.40 52.222-37 EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS. (SEP 2006)

I.41 52.222-50 COMBATING TRAFFICKING IN PERSONS. (AUG 2007)

I.42 52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION. (AUG 2003)

I.43 52.223-6 DRUG-FREE WORKPLACE. (MAY 2001)

I.44 52.223-14 TOXIC CHEMICAL RELEASE REPORTING. (AUG 2003)

I.45 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES. (FEB 2006)

I.46 52.227-1 AUTHORIZATION AND CONSENT. (DEC 2007) - ALTERNATE I (APR 1984)

I.47 52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (DEC 2007)

***I.48 52.227-14 RIGHTS IN DATA - GENERAL. (DEC 2007) – AS MODIFIED BY NASA FAR SUPPLEMENT 1852.227-14**

***SEE PART I, SECTION H, CLAUSE H.13**

***I.49 52.227-14 RIGHTS IN DATA - GENERAL. (DEC 2007) - ALTERNATE IV (DEC 2007)**

***SEE PART I, SECTION H, CLAUSE H.13**

I.50 52.227-16 ADDITIONAL DATA REQUIREMENTS. (JUN 1987)

***I.51 52.227-17 RIGHTS IN DATA - SPECIAL WORKS. (DEC 2007) - AS MODIFIED BY NASA FAR SUPPLEMENT 1852.227-17**

***As negotiated in individual task orders**

I.52 52.228-7 INSURANCE - LIABILITY TO THIRD PERSONS. (MAR 1996)

I.53 52.230-2 COST ACCOUNTING STANDARDS. (APR 1998)

I.54 52.230-3 DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES. (APR 1998)

I.55 52.230-6 ADMINISTRATION OF COST ACCOUNTING STANDARDS. (APR 2005)

I.56 52.232-9 LIMITATION ON WITHHOLDING OF PAYMENTS. (APR 1984)

I.57 52.232-17 INTEREST (JUN 1996)

I.58 52.232-20 LIMITATION OF COST. (APR 1984)

I.59 52.232-22 LIMITATION OF FUNDS. (APR 1984)

I.60 52.232-23 ASSIGNMENT OF CLAIMS. (JAN 1986)

I.61 52.232-25 PROMPT PAYMENT. (OCT 2003)

I.62 52.232-34 PAYMENT BY ELECTRONIC FUNDS TRANSFER - OTHER THAN CENTRAL CONTRACTOR REGISTRATION. (MAY 1999)

(b) Mandatory submission of Contractor's EFT information. (1) The Contractor is required to provide the Government with the information required to make payment by EFT (see paragraph (j) of this clause). The Contractor shall provide this information directly to the office designated in this contract to receive that information (hereafter: designated office) by no later than 15 days prior to submission of the first request for payment. If not otherwise specified in this contract, the payment office is the designated office for receipt of the Contractor's EFT information. If more than one designated office is named for the contract, the Contractor shall provide a separate notice to each office. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the designated office(s).

I.63 52.233-1 DISPUTES. (JUL 2002) - ALTERNATE I (DEC 1991)

I.64 52.233-3 PROTEST AFTER AWARD. (AUG 1996) - ALTERNATE I (JUN 1985)

I.65 52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM. (OCT 2004)

I.66 52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION. (APR 1984)

I.67 52.242-1 NOTICE OF INTENT TO DISALLOW COSTS. (APR 1984)

I.68 52.242-3 PENALTIES FOR UNALLOWABLE COSTS. (MAY 2001)

I.69 52.242-4 CERTIFICATION OF FINAL INDIRECT COSTS. (JAN 1997)

I.70 52.242-13 BANKRUPTCY. (JUL 1995)

I.71 52.243-2 CHANGES - COST-REIMBURSEMENT. (AUG 1987) - ALTERNATE V (APR 1984)

I.72 52.244-5 COMPETITION IN SUBCONTRACTING. (DEC 1996)

I.73 52.245-1 GOVERNMENT PROPERTY. (JUN 2007) – ALTERNATE II (JUN 2007)

I.74 52.245-9 USE AND CHARGES (JUN 2007)

I.75 52.246-23 LIMITATION OF LIABILITY. (FEB 1997)

I.76 52.246-25 LIMITATION OF LIABILITY - SERVICES. (FEB 1997)

I.77 52.249-6 TERMINATION (COST-REIMBURSEMENT). (MAY 2004)

I.78 52.249-14 EXCUSABLE DELAYS. (APR 1984)

I.797 52.251-1 GOVERNMENT SUPPLY SOURCES. (APR 1984)

I.80 52.253-1 COMPUTER GENERATED FORMS. (JAN 1991)

I.81 1852.203-70 DISPLAY OF INSPECTOR GENERAL HOTLINE POSTERS. (JUN 2001)

I.82 1852.216-89 ASSIGNMENT AND RELEASE FORMS. (JUL 1997)

I.83 1852.219-74 USE OF RURAL AREA SMALL BUSINESSES. (SEP 1990)

I.84 1852.219-75 SMALL BUSINESS SUBCONTRACTING REPORTING. (MAY 1999)

I.85 1852.219-76 NASA 8 PERCENT GOAL. (JUL 1997)

I.86 1852.223-74 DRUG- AND ALCOHOL-FREE WORKFORCE. (MAR 1996)

I.87 1852.227-14 RIGHTS IN DATA - GENERAL.

I.88 1852.228-75 MINIMUM INSURANCE COVERAGE. (OCT 1988)

I.89 1852.235-70 CENTER FOR AEROSPACE INFORMATION. (DEC 2006)

I.90 1852.237-70 EMERGENCY EVACUATION PROCEDURES. (DEC 1988)

I.91 1852.243-71 SHARED SAVINGS. (MAR 1997)

I.92 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES. (OCT 1997)

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall -

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

I.93 52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from during the period of performance identified in Part I, Section F, of this contract through See Part I, Section F.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered issued when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

I.94 52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than \$1,000, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order.* The Contractor is not obligated to honor -

(1) Any order for a single item in excess of \$36,000,000;

(2) Any order for a combination of items in excess of \$36,000,000; or

(3) A series of orders from the same ordering office within 10 calendar days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 3 calendar days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

I.95 52.216-22 INDEFINITE QUANTITY. (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the maximum. The Government shall order at least the quantity of supplies or services designated in the Schedule as the minimum.

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be

required to make any deliveries under this contract after 12 months from the end of the contract period of performance.

I.96 52.222-2 -- PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)

(a) The use of overtime is authorized under this contract if the overtime premium does not exceed zero or the overtime premium is paid for work --

- (1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;
- (2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;
- (3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or
- (4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall --

- (1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;
- (2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;
- (3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and
- (4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

* Insert either "zero" or the dollar amount agreed to during negotiations. The inserted figure does not apply to the exceptions in subparagraph (a)(1) through (a)(4) of the clause.

I.97 52.222-39 NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES. (DEC 2004)

(a) Definition. As used in this clause--

United States means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) Except as provided in paragraph (e) of this clause, during the term of this contract, the Contractor shall post a notice, in the form of a poster, informing employees of their rights concerning union membership and payment of union dues and fees, in conspicuous places in and about all its plants and

offices, including all places where notices to employees are customarily posted. The notice shall include the following information (except that the information pertaining to National Labor Relations Board shall not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)).

Notice to Employees

Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs.

Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment.

If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, you may wish to contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address or toll free number:

National Labor Relations Board
Division of Information
1099 14th Street, N.W.
Washington, DC 20570
1-866-667-6572
1-866-316-6572 (TTY)

To locate the nearest NLRB office, see NLRB's website at <http://www.nlr.gov>.

(c) The Contractor shall comply with all provisions of Executive Order 13201 of February 17, 2001, and related implementing regulations at 29 CFR part 470, and orders of the Secretary of Labor.

(d) In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (g), the Secretary may direct that this contract be cancelled, terminated, or suspended in whole or in part, and declare the Contractor ineligible for further Government contracts in accordance with procedures at 29 CFR part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures. Such other sanctions or remedies may be imposed as are provided by 29 CFR part 470, which implements Executive Order 13201, or as are otherwise provided by law.

(e) The requirement to post the employee notice in paragraph (b) does not apply to--

(1) Contractors and subcontractors that employ fewer than 15 persons;

(2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor's employees;

(3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security

agreements;

(4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting requirements with respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that--

(i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and

(ii) Such a waiver will not interfere with or impede the effectuation of the Executive order; or

(5) Work outside the United States that does not involve the recruitment or employment of workers within the United States.

(f) The Department of Labor publishes the official employee notice in two variations; one for contractors covered by the Railway Labor Act and a second for all other contractors. The Contractor shall--

(1) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5605, Washington, DC 20210, or from any field office of the Department's Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

(2) Download a copy of the poster from the Office of Labor-Management Standards website at <http://www.olms.dol.gov>; or

(3) Reproduce and use exact duplicate copies of the Department of Labor's official poster.

(g) The Contractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this contract, unless exempted by the Department of Labor Deputy Assistant Secretary for Labor-Management Programs on account of special circumstances in the national interest under authority of 29 CFR 470.3(c). For indefinite quantity subcontracts, the Contractor shall include the substance of this clause if the value of orders in any calendar year of the subcontract is expected to exceed the simplified acquisition threshold. Pursuant to 29 CFR part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures, the Secretary of Labor may direct the Contractor to take such action in the enforcement of these regulations, including the imposition of sanctions for noncompliance with respect to any such subcontract or purchase order. If the Contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

I.98 52.227-11 PATENT RIGHTS - OWNERSHIP BY THE CONTRACTOR (SHORT FORM). (DEC 2007) – AS MODIFIED BY NASA FAR SUPPLEMENT 1852.227-11 (*See Contract Exhibit A – Contract Data Requirements)

I.99 52.227-23 RIGHTS TO PROPOSAL DATA (TECHNICAL). (JUN 1987)

Except for data contained on pages **[TO BE COMPLETED BY THE OFFEROR - APPLICABLE TO THE CONTRACTOR'S TASK PROPOSALS]**, it is agreed that as a condition of award of this contract, and notwithstanding the conditions of any notice appearing thereon, the Government shall have unlimited rights (as defined in the Rights in Data - General clause contained in this contract) in and to the technical data contained in the proposal dated **[TO BE COMPLETED BY THE OFFEROR - APPLICABLE TO THE CONTRACTOR'S TASK PROPOSALS]**, upon which this contract is based.

I.100 1852.237-72 ACCESS TO SENSITIVE INFORMATION (JUN 2005)

- (a) As used in this clause, "sensitive information" refers to information that a contractor has developed at private expense, or that the Government has generated that qualifies for an exception to the Freedom of Information Act, which is not currently in the public domain, and which may embody trade secrets or commercial or financial information, and which may be sensitive or privileged.
- (b) To assist NASA in accomplishing management activities and administrative functions, the Contractor shall provide the services specified elsewhere in this contract.
- (c) If performing this contract entails access to sensitive information, as defined above, the Contractor agrees to -
- (1) Utilize any sensitive information coming into its possession only for the purposes of performing the services specified in this contract, and not to improve its own competitive position in another procurement.
 - (2) Safeguard sensitive information coming into its possession from unauthorized use and disclosure.
 - (3) Allow access to sensitive information only to those employees that need it to perform services under this contract.
 - (4) Preclude access and disclosure of sensitive information to persons and entities outside of the Contractor's organization.
 - (5) Train employees who may require access to sensitive information about their obligations to utilize it only to perform the services specified in this contract and to safeguard it from unauthorized use and disclosure.
 - (6) Obtain a written affirmation from each employee that he/she has received and will comply with training on the authorized uses and mandatory protections of sensitive information needed in performing this contract.
 - (7) Administer a monitoring process to ensure that employees comply with all reasonable security procedures, report any breaches to the Contracting Officer, and implement any necessary corrective actions.
- (d) The Contractor will comply with all procedures and obligations specified in its Organizational Conflicts of Interest Avoidance Plan, which this contract incorporates as a compliance document.
- (e) The nature of the work on this contract may subject the Contractor and its employees to a variety of laws and regulations relating to ethics, conflicts of interest, corruption, and other criminal or civil matters relating to the award and administration of government contracts. Recognizing that this contract establishes a high standard of accountability and trust, the Government will carefully review the Contractor's performance in relation to the mandates and restrictions found in these laws and regulations. Unauthorized uses or disclosures of sensitive information may result in termination of this contract for default, or in debarment of the Contractor for serious misconduct affecting present responsibility as a government contractor.
- (f) The Contractor shall include the substance of this clause, including this paragraph (f), suitably modified to reflect the relationship of the parties, in all subcontracts that may involve access to sensitive information.

I.101 1852.237-73 RELEASE OF SENSITIVE INFORMATION (JUN 2005)

- (a) As used in this clause, "sensitive information" refers to information, not currently in the public domain, that the Contractor has developed at private expense, that may embody trade secrets or commercial or financial information, and that may be sensitive or privileged.
- (b) In accomplishing management activities and administrative functions, NASA relies heavily on the support of various service providers. To support NASA activities and functions, these service providers, as well as their subcontractors and their individual employees, may need access to sensitive information submitted by the Contractor under this contract. By submitting this proposal or performing this contract, the Contractor agrees that NASA may release to its service providers, their subcontractors, and their

individual employees, sensitive information submitted during the course of this procurement, subject to the enumerated protections mandated by the clause at 1852.237-72, Access to Sensitive Information.

(c)(1) The Contractor shall identify any sensitive information submitted in support of this proposal or in performing this contract. For purposes of identifying sensitive information, the Contractor may, in addition to any other notice or legend otherwise required, use a notice similar to the following:

Mark the title page with the following legend:

This proposal or document includes sensitive information that NASA shall not disclose outside the Agency and its service providers that support management activities and administrative functions. To gain access to this sensitive information, a service provider's contract must contain the clause at NFS 1852.237-72, Access to Sensitive Information. Consistent with this clause, the service provider shall not duplicate, use, or disclose the information in whole or in part for any purpose other than to perform the services specified in its contract. This restriction does not limit the Government's right to use this information if it is obtained from another source without restriction. The information subject to this restriction is contained in pages [insert page numbers or other identification of pages].

Mark each page of sensitive information the Contractor wishes to restrict with the following legend:

Use or disclosure of sensitive information contained on this page is subject to the restriction on the title page of this proposal or document.

(2) The Contracting Officer shall evaluate the facts supporting any claim that particular information is "sensitive." This evaluation shall consider the time and resources necessary to protect the information in accordance with the detailed safeguards mandated by the clause at 1852.237-72, Access to Sensitive Information. However, unless the Contracting Officer decides, with the advice of Center counsel, that reasonable grounds exist to challenge the Contractor's claim that particular information is sensitive, NASA and its service providers and their employees shall comply with all of the safeguards contained in paragraph (d) of this clause.

(d) To receive access to sensitive information needed to assist NASA in accomplishing management activities and administrative functions, the service provider must be operating under a contract that contains the clause at 1852.237-72, Access to Sensitive Information. This clause obligates the service provider to do the following:

- (1) Comply with all specified procedures and obligations, including the Organizational Conflicts of Interest Avoidance Plan, which the contract has incorporated as a compliance document.
- (2) Utilize any sensitive information coming into its possession only for the purpose of performing the services specified in its contract.
- (3) Safeguard sensitive information coming into its possession from unauthorized use and disclosure.
- (4) Allow access to sensitive information only to those employees that need it to perform services under its contract.
- (5) Preclude access and disclosure of sensitive information to persons and entities outside of the service provider's organization.
- (6) Train employees who may require access to sensitive information about their obligations to utilize it only to perform the services specified in its contract and to safeguard it from unauthorized use and disclosure.
- (7) Obtain a written affirmation from each employee that he/she has received and will comply with training on the authorized uses and mandatory protections of sensitive information needed in performing this contract.
- (8) Administer a monitoring process to ensure that employees comply with all reasonable security procedures, report any breaches to the Contracting Officer, and implement any necessary corrective actions.

(e) When the service provider will have primary responsibility for operating an information technology system for NASA that contains sensitive information, the service provider's contract shall include the clause at 1852.204-76, Security Requirements for Unclassified Information Technology Resources. The

Security Requirements clause requires the service provider to implement an Information Technology Security Plan to protect information processed, stored, or transmitted from unauthorized access, alteration, disclosure, or use. Service provider personnel requiring privileged access or limited privileged access to these information technology systems are subject to screening using the standard National Agency Check (NAC) forms appropriate to the level of risk for adverse impact to NASA missions. The Contracting Officer may allow the service provider to conduct its own screening, provided the service provider employs substantially equivalent screening procedures

(f) This clause does not affect NASA's responsibilities under the Freedom of Information Act.

(g) The Contractor shall insert this clause, including this paragraph (g), suitably modified to reflect the relationship of the parties, in all subcontracts that may require the furnishing of sensitive information.

I.102 52.244-2 SUBCONTRACTS. (JUN 2007) - ALTERNATE I (JUN 2007)

(a) *Definitions.* As used in this clause -

"Approved purchasing system" means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

"Consent to subcontract" means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

"Subcontract" means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (c) or (d) of this clause.

(c) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that -

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds -

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts: over \$100,000

(e)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (c) or (d) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

- (ii) Identification of the type of subcontract to be used.
- (iii) Identification of the proposed subcontractor.
- (iv) The proposed subcontract price.
- (v) The subcontractor's current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.
- (vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.
- (vii) A negotiation memorandum reflecting -
 - (A) The principal elements of the subcontract price negotiations;
 - (B) The most significant considerations controlling establishment of initial or revised prices;
 - (C) The reason cost or pricing data were or were not required;
 - (D) The extent, if any, to which the Contractor did not rely on the subcontractor's cost or pricing data in determining the price objective and in negotiating the final price;
 - (E) The extent to which it was recognized in the negotiation that the subcontractor's cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;
 - (F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and
 - (G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.
- (2) If the Contractor has an approved purchasing system and consent is not required under paragraph (c), or (d) of this clause, the Contractor nevertheless shall notify the Contracting Officer reasonably in advance of entering into any (i) cost-plus-fixed-fee subcontract, or (ii) fixed-price subcontract that exceeds either the simplified acquisition threshold or 5 percent of the total estimated cost of this contract. The notification shall include the information required by paragraphs (e)(1)(i) through (e)(1)(iv) of this clause.
- (f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination -
 - (1) Of the acceptability of any subcontract terms or conditions;
 - (2) Of the allowability of any cost under this contract; or
 - (3) To relieve the Contractor of any responsibility for performing this contract.
- (g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall

not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations: []

I.103 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS. (MAR 2007)

(a) Definitions. As used in this clause--

Commercial item has the meaning contained in Federal Acquisition Regulation 2.101, Definitions.

Subcontract includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c)(1) The Contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

(iii) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (SEP 2006) (38 U.S.C. 4212(a)).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201). Flow down as required in accordance with paragraph (g) of FAR clause 52.222-39).

(vi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631) (flow down required in accordance with paragraph (d) of FAR clause 52.247-64).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

I.104 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES. (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the date of the clause.

(b) The use in this solicitation or contract of any NASA FAR Supplement (48 CFR 18) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the name of the regulation.

I.105 1852.204-75 SECURITY CLASSIFICATION REQUIREMENTS. (SEP 1989)

Performance under this contract will involve access to and/or generation of classified information, work in a security area, or both, up to the level of "Reference Attachment 2, DD Form 254". See Federal Acquisition Regulation clause 52.204-2 in this contract and DD Form 254, Contract Security Classification Specification, Attachment "Reference Attachment 2, DD Form 254".

I.106 1852.204-76 SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES. (MAY 2007)

(a) The Contractor shall be responsible for information and information technology (IT) security when--

(1) The Contractor or its subcontractors must obtain physical or electronic (i.e., authentication level 2 and above as defined in National Institute of Standards and Technology (NIST) Special Publication (SP) 800-63, Electronic Authentication Guideline) access to NASA's computer systems, networks, or IT infrastructure; or

(2) Information categorized as low, moderate, or high by the Federal Information Processing Standards (FIPS) 199, Standards for Security Categorization of Federal Information and Information Systems is stored, generated, processed, or exchanged by NASA or on behalf of NASA by a contractor or subcontractor, regardless of whether the information resides on a NASA or a contractor/subcontractor's information system.

(b) IT Security Requirements.

(1) Within 30 days after contract award, a Contractor shall submit to the Contracting Officer for NASA approval an IT Security Plan, Risk Assessment, and FIPS 199, Standards for Security Categorization of Federal Information and Information Systems, Assessment. These plans and assessments, including annual updates shall be incorporated into the contract as compliance documents.

(i) The IT system security plan shall be prepared consistent, in form and content, with NIST SP 800-18, Guide for Developing Security Plans for Federal Information Systems, and any additions/augmentations described in NASA Procedural Requirements (NPR) 2810, Security of Information Technology. The security plan shall identify and document appropriate IT security controls consistent with the sensitivity of the information and the requirements of Federal Information Processing Standards (FIPS) 200, Recommended Security Controls for Federal Information Systems. The plan shall be reviewed and updated in accordance with NIST SP 800-26, Security Self-Assessment Guide for Information Technology Systems, and FIPS 200, on a yearly basis.

(ii) The risk assessment shall be prepared consistent, in form and content, with NIST SP 800-30, Risk Management Guide for Information Technology Systems, and any additions/augmentations described in NPR 2810. The risk assessment shall be updated on a yearly basis.

(iii) The FIPS 199 assessment shall identify all information types as well as the "high water mark," as

defined in FIPS 199, of the processed, stored, or transmitted information necessary to fulfill the contractual requirements.

(2) The Contractor shall produce contingency plans consistent, in form and content, with NIST SP 800-34, Contingency Planning Guide for Information Technology Systems, and any additions/augmentations described in NPR 2810.1. The Contractor shall perform yearly "Classroom Exercises". "Functional Exercises", shall be coordinated with the Center CIOs and be conducted once every three years, with the first conducted within the first two years of contract award. These exercises are defined and described in NIST SP 800-34.

(3) The Contractor shall ensure coordination of its incident response team with the NASA Incident Response Center (NASIRC) and the NASA Security Operations Center, ensuring that incidents are reported consistent with NIST SP 800-61, Computer Security Incident Reporting Guide, and the United States Computer Emergency Readiness Team's (US-CERT) Concept of Operations for reporting security incidents. Specifically, any confirmed incident of a system containing NASA data or controlling NASA assets shall be reported to NASIRC within one hour that results in unauthorized access, loss or modification of NASA data, or denial of service affecting the availability of NASA data.

(4) The Contractor shall ensure that its employees, in performance of the contract, receive annual IT security training in NASA IT Security policies, procedures, computer ethics, and best practices in accordance with NPR 2810.1 requirements. The Contractor may use Web-based training available from NASA to meet this requirement.

(5) The Contractor shall provide NASA, including the NASA Office of Inspector General, access to the Contractor's and subcontractors' facilities, installations, operations, documentation, databases, and personnel used in performance of the contract. Access shall be provided to the extent required to carry out IT security inspection, investigation, and/or audits to safeguard against threats and hazards to the integrity, availability, and confidentiality of NASA information or to the function of computer systems operated on behalf of NASA, and to preserve evidence of computer crime. To facilitate mandatory reviews, the Contractor shall ensure appropriate compartmentalization of NASA information, stored and/or processed, either by information systems in direct support of the contract or that are incidental to the contract.

(6) The Contractor shall ensure that system administrators who perform tasks that have a material impact on IT security and operations demonstrate knowledge appropriate to those tasks. Knowledge is demonstrated through the NASA System Administrator Security Certification Program. A system administrator is one who provides IT services (including network services, file storage, and/or web services) to someone other than themselves and takes or assumes the responsibility for the security and administrative controls of that service. Within 30 days after contract award, the Contractor shall provide to the Contracting Officer a list of all system administrator positions and personnel filling those positions, along with a schedule that ensures certification of all personnel within 90 days after contract award. Additionally, the Contractor should report all personnel changes which impact system administrator positions within 5 days of the personnel change and ensure these individuals obtain System Administrator certification within 90 days after the change.

(7) The Contractor shall ensure that NASA's Sensitive But Unclassified (SBU) information as defined in NPR 1600.1, NASA Security Program Procedural Requirements, which includes privacy information, is encrypted in storage and transmission.

(8) When the Contractor is located at a NASA Center or installation or is using NASA IP address space, the Contractor shall--

(i) Submit requests for non-NASA provided external Internet connections to the Contracting Officer for

approval by the Network Security Configuration Control Board (NSCCB);

(ii) Comply with the NASA CIO metrics including patch management, operating systems and application configuration guidelines, vulnerability scanning, incident reporting, system administrator certification, and security training; and

(iii) Utilize the NASA Public Key Infrastructure (PKI) for all encrypted communication or non-repudiation requirements within NASA when secure email capability is required.

(c) Physical and Logical Access Requirements.

(1) Contractor personnel requiring access to IT systems operated by the Contractor for NASA or interconnected to a NASA network shall be screened at an appropriate level in accordance with NPR 2810.1 and Chapter 4, NPR 1600.1, NASA Security Program Procedural Requirements. NASA shall provide screening, appropriate to the highest risk level, of the IT systems and information accessed, using, as a minimum, National Agency Check with Inquiries (NACI). The Contractor shall submit the required forms to the NASA Center Chief of Security (CCS) within fourteen (14) days after contract award or assignment of an individual to a position requiring screening. The forms may be obtained from the CCS. At the option of NASA, interim access may be granted pending completion of the required investigation and final access determination. For Contractors who will reside on a NASA Center or installation, the security screening required for all required access (e.g., installation, facility, IT, information, etc.) is consolidated to ensure only one investigation is conducted based on the highest risk level. Contractors not residing on a NASA installation will be screened based on their IT access risk level determination only. See NPR 1600.1, Chapter 4.

(2) Guidance for selecting the appropriate level of screening is based on the risk of adverse impact to NASA missions. NASA defines three levels of risk for which screening is required (IT-1 has the highest level of risk).

(i) IT-1--Individuals having privileged access or limited privileged access to systems whose misuse can cause very serious adverse impact to NASA missions. These systems include, for example, those that can transmit commands directly modifying the behavior of spacecraft, satellites or aircraft.

(ii) IT-2--Individuals having privileged access or limited privileged access to systems whose misuse can cause serious adverse impact to NASA missions. These systems include, for example, those that can transmit commands directly modifying the behavior of payloads on spacecraft, satellites or aircraft; and those that contain the primary copy of "level 1" information whose cost to replace exceeds one million dollars.

(iii) IT-3--Individuals having privileged access or limited privileged access to systems whose misuse can cause significant adverse impact to NASA missions. These systems include, for example, those that interconnect with a NASA network in a way that exceeds access by the general public, such as bypassing firewalls; and systems operated by the Contractor for NASA whose function or information has substantial cost to replace, even if these systems are not interconnected with a NASA network.

(3) Screening for individuals shall employ forms appropriate for the level of risk as established in Chapter 4, NPR 1600.1.

(4) The Contractor may conduct its own screening of individuals requiring privileged access or limited privileged access provided the Contractor can demonstrate to the Contracting Officer that the procedures used by the Contractor are equivalent to NASA's personnel screening procedures for the risk level assigned for the IT position.

(5) Subject to approval of the Contracting Officer, the Contractor may forgo screening of Contractor personnel for those individuals who have proof of a--

(i) Current or recent national security clearances (within last three years);

(ii) Screening conducted by NASA within the last three years that meets or exceeds the screening requirements of the IT position; or

(iii) Screening conducted by the Contractor, within the last three years, that is equivalent to the NASA personnel screening procedures as approved by the Contracting Officer and concurred on by the CCS.

(d) The Contracting Officer may waive the requirements of paragraphs (b) and (c)(1) through (c)(3) upon request of the Contractor. The Contractor shall provide all relevant information requested by the Contracting Officer to support the waiver request.

(e) The Contractor shall contact the Contracting Officer for any documents, information, or forms necessary to comply with the requirements of this clause.

(f) At the completion of the contract, the contractor shall return all NASA information and IT resources provided to the contractor during the performance of the contract and certify that all NASA information has been purged from contractor-owned systems used in the performance of the contract.

(g) The Contractor shall insert this clause, including this paragraph (g), in all subcontracts:

(1) Have physical or electronic access to NASA's computer systems, networks, or IT infrastructure; or

(2) Use information systems to generate, store, process, or exchange data with NASA or on behalf of NASA, regardless of whether the data resides on a NASA or a contractor's information system.

I.107 1852.215-84 OMBUDSMAN. (OCT 2003) ALTERNATE I (JUN 2000)

(a) An ombudsman has been appointed to hear and facilitate the resolution of concerns from offerors, potential offerors, and contractors during the preaward and postaward phases of this acquisition. When requested, the ombudsman will maintain strict confidentiality as to the source of the concern. The existence of the ombudsman is not to diminish the authority of the contracting officer, the Source Evaluation Board, or the selection official. Further, the ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Therefore, before consulting with an ombudsman, interested parties must first address their concerns, issues, disagreements, and/or recommendations to the contracting officer for resolution.

(b) If resolution cannot be made by the contracting officer, interested parties may contact the installation ombudsman, Cynthia C. Lee, direct inquiries to the Office of Procurement Deputy Director, NASA Langley Research Center, Mail Stop 134, Hampton, VA 23681-2199; phone (757)864-2426; facsimile (757)864-8541.. Concerns, issues, disagreements, and recommendations which cannot be resolved at the installation may be referred to the NASA ombudsman, the Director of the Contract Management Division, at 202-358-0445, facsimile 202-358-3083, e-mail james.a.balinskas@nasa.gov. Please do not contact the ombudsman to request copies of the solicitation, verify offer due date, or clarify technical requirements. Such inquiries shall be directed to the Contracting Officer or as specified elsewhere in this document.

(c) If this is a task or delivery order contract, the ombudsman shall review complaints from contractors and ensure they are afforded a fair opportunity to be considered, consistent with the procedures of the contract.

SECTION J - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

J.1 LIST OF ATTACHMENTS

The following documents are attached hereto and made a part of this contract:

Exhibit A, Contract Documentation Requirements, 4 pages

Exhibit B, Contractor's Subcontracting Plan, dated 9/20/07

INFORMATION redacted is subject to protection from release pursuant to 14 CFR Part 1206.300(b)4 that states: Trade secrets and commercial or financial information obtained from a person which is privileged or confidential

Exhibit C, Contractor's Safety and Health Plan, dated 10/19/07

INFORMATION redacted is subject to protection from release pursuant to 14 CFR Part 1206.300(b)4 that states: Trade secrets and commercial or financial information obtained from a person which is privileged or confidential

Exhibit D, Contractor's IT Security Plan, dated 9/20/07

INFORMATION redacted is subject to protection from release pursuant to 14 CFR Part 1206.300(b)4 that states: Trade secrets and commercial or financial information obtained from a person which is privileged or confidential

Exhibit E, Contractor's OCI Mitigation Plan, dated 10/16/07

INFORMATION redacted is subject to protection from release pursuant to 14 CFR Part 1206.300(b)4 that states: Trade secrets and commercial or financial information obtained from a person which is privileged or confidential

Attachment 1, Safety and Health Plan Instructions

Attachment 2, Contract Security Classification Specification, DD Form 254

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

The National Institute of Aerospace Associates (NIAA) Representations and Certifications provided through the Online Representations and Certifications Application (ORCA), certification validity from 9/07/2007 through 9/07/2008, are hereby incorporated herein by reference.

K.2 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS. (JAN 2006)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 541712.

(2) The small business size standard is 500 employees.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (c) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (c) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

☐ (i) Paragraph (c) applies.

☐ (ii) Paragraph (c) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [*offeror to insert changes, identifying change by clause number, title, date*]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause	Title	Date	Change

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(End of Provision)

EXHIBIT A - CONTRACT DOCUMENTATION REQUIREMENTS

I. DOCUMENTATION REQUIREMENTS

A. Monthly Financial Management Report:

1. The Contractor shall submit a monthly financial management report as provided by the NFS clause 1852.242-73, NASA Financial Management Reporting. This report shall be submitted utilizing NASA Form 533M, Monthly Contractor Financial Management Report, in accordance with submission instructions contained on the reverse side of the form.
2. For this task order contract, a 533M shall be provided for the levels indicated below:
 - a. Each Authorized Task
 - b. Contract Total. (Column 9b shall reflect total estimated cost of \$# plus fixed fee of \$#.)
 - c. Due not later than the 10th working day following the close of the Contractor's accounting period being reported.
 - d. (Do not change the percentages shown below without concurrence of Deputy CFO-Reference FMM 9061-5A).

It is NASA's goal to improve the integrity of its financial data. Since NASA uses the Contractor's estimate for the current month (column 8a of the 533M) as accrued costs in its monthly financial statements, it is important that this estimate be your best projection of the actual costs to be reported in column 7a of the subsequent month's 533M.

Therefore, each NF533M shall include a narrative explanation for variances exceeding +-5 percent between estimated dollars shown in the prior month and actual dollars shown in the current month at the total contract level. (For example, the estimated dollars shown for June in column 8a. in the May 533M and the actual June dollars shown in column 7a. in the June 533M.) Accuracy of financial reporting will be evaluated as part of the annual performance evaluation.

3. The minimum reporting categories specified below shall be included in column 6 of this report. Minimum reporting categories shall include:

- a. Direct Labor Hours
- b. Direct Labor Dollars
- c. Overhead(s)
- d. Subcontract
- e. Material
- f. Other Direct Cost
- g. G&A
- h. Total Estimated Cost
- i. Fee
- j. Total Estimated Cost and Fee

B. Technical Progress Reports -- The Contractor shall submit technical progress reports as defined in task orders (either Quarterly or Monthly, unless otherwise specified in the order) for each task order describing progress of the task to date, noting all technical areas in which effort is being accomplished and indicating the status of work within these areas. Progress reports shall also include, if applicable, analysis that interprets the results obtained, recommends further

action, and relates occurrences to the ultimate objectives of the task work. Reports shall be in narrative form, brief and informal in content. These reports shall include:

1. A narrative statement of work accomplished during the report period.
2. A statement of current and potential problem areas and proposed corrective action.
3. A discussion of work to be performed during the next report period.

Submission dates. Monthly and quarterly reports shall be submitted by the 15th calendar day of the month following the month or quarter being reported. If the contract is awarded beyond the middle of a month, the first monthly report shall cover the period from award until the end of the following month. A report shall not be required for the period in which a final report is due.

C. Formal or Informal Final Reports -- Each task order may require the Contractor to submit a final report, either formal or informal, which documents and summarizes the results. When a formal final contractor report is required, it shall be submitted in accordance with the instructions contained in NASA FAR Supplement clause 1852.235-73 Final Scientific and Technical Reports. The specified number of approval copies shall be submitted within the completion date specified in the task orders.

D. Safety Reports -- The Contractor shall submit safety reports to the LaRC Safety and Facility Assurance Office. These reports shall be submitted on a quarterly basis if the period of performance exceeds ninety days. If the period of performance is less than ninety days, the Contractor shall submit a single report upon completion of on-site work. The Safety Report shall include the hours worked on the contract and the number of fatalities, lost time cases, OSHA recordable incidents and first aid cases which have occurred during the past quarter (if less than ninety days, during the contract's period of performance). NOTE: The NASA LaRC Safety and Facility Assurance Branch (SFAB) has developed a web-based system entitled Contractor Monthly Accident Reporting (CMAR) located at <http://cmar.larc.nasa.gov/login.cfm>. If you choose to submit your information electronically via CMAR, no additional hard-copy reports are required. Please contact the responsible NASA official identified at the site for additional information regarding access to the system.

E. Notice of Violation Response -- The Contractor shall respond to any Notice of Violation (NOV) issued for safety violations to the prime itself or its' subcontractors within three working days of issuance. The response should include cause for violation; mitigation of impact, if applicable; planned prevention of recurrence. Response shall be submitted to the issuer of the NOV.

F. IT Security Plan -- The Contractor shall submit the IT Security Plan required by contract clause NFS 1852.204-76 Security Requirements for Unclassified Information Technology Resources for Contracting Officer approval with its proposal.

G. IT Security Implementation Plan -- The Contractor shall submit the IT Security Implementation Plan for Contracting Officer approval no later than 30 days after award.

H. Annual IT Security Training Report- - The purpose of this report is to obtain confirmation that IT security training for contractor employees required under paragraph (b) of NFS clause 1852.204-76 Security Requirements for Unclassified Information Technology Resources, has been completed by all individuals required to do so. NASA requires that this annual training be

completed by 100% of the appropriate employees no later than June 30 each year. Accordingly, a report that includes the information listed below shall be submitted to the Contracting Officer no later than June 30 of each calendar year, so long as the period of performance of the contract has not expired prior to June 30th.

Report Content: (1) the number of employees requiring IT security training in accordance with the contract clause (i.e., in accordance with NPR 2810.1 Nondiscrimination in Federally Assisted and Conducted Programs, which requires such training for all "employees who have access to NASA computer systems and networks that process, store, or transmit information"); (2) the number of those employees in item (1) that have completed the annual training as of June 30th; (3) whether the NASA on-line training system was used (use of the NASA on-line system is optional); and (4) a plan of action with milestones to reach 100% in item (2) if that level has not been achieved by June 30th.

I. NASA Property in the Custody of Contractors (NASA FORM (NF)1018) -- The Contractor shall submit the NF 1018 no later than October 15th of each year in accordance with the Section I, NFS clause entitled 1852.245-73 Financial Reporting of NASA Property in the Custody of Contractors.

J. Documentation for Transferring Property to the Government --

In accordance with the NFS clause 1852.245-71, Installation-Accountable Government Property clause of this contract, accountability for that property which is acquired for the Government under this contract shall be passed to the Government using the following procedure:

The transfer of accountability shall be initiated by the Contractor submitting a Requisition and Invoice/Shipping Document, DD Form 1149, accompanied by a copy of the Contractor's applicable purchasing and receipt document for the property. The Contractor shall insert both the Contractor's Subcontract/ Purchase Order number and the Government contract number on the DD Form 1149 under the Federal Stock Number, Description, and Coding of Material and/or Services block. For purchases of supplies and materials, this document shall be submitted within 30 days after the end of each calendar-year quarter (that is, not later than January 30, April 30, July 30, and October 30). For equipment purchases, the DD 1149 shall be submitted within five workdays after acceptance of each item of equipment by the Contractor. Receipt by the Contractor of a copy of the DD Form 1149 signed by the Government relieves the Contractor of accountability for the property specified on that form.

K. Subcontracting Reports --

1. NASA's preferred method for obtaining both Standard Form 294, Subcontracting Report for Individual Contracts, and Standard Form 295, Summary Subcontractor Report is electronically using Electronic Subcontract Reporting System (eSRS). Access to eSRS can be found at: <http://www.esrs.gov/>

If the Contractor does not submit an electronic SF 294 and SF295 using eSRS, the Contractor shall follow the instructions found on the reverse of the forms and the instructions for distribution under paragraph of this section entitled: II. Document Distribution Requirements.

In addition to the above, the Contractor is required to comply with NFS Clause 1852.219-75, Small Business Subcontracting Reporting.

2. The Contractor shall submit an SDB Participation Report in accordance with the Section I FAR Clause 52.219-25, Small Disadvantaged Business Program -- Disadvantaged Status and Reporting. This report shall be submitted within 30 days after the end of each contract year.

L. Federal Contractor Veterans Employment Report -- In compliance with Clause 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans, the Contractor shall submit the Federal Contractor Veterans Employment Reports (VETS-100) as required by this clause.

M. Evidence of Insurance -- The Contractor shall submit evidence of the insurance coverage, required by the Section I, NFS Clause 1852.228-75 Minimum Insurance Coverage, (i.e., a Certificate of Insurance or other confirmation), to the Contracting Officer prior to performing under this contract. The Contractor shall also present such evidence to the Contracting Officer prior to commencement of performance under any options exercised, if applicable.

N. Interim Patent Rights Report -- After the first anniversary date of the contract, the Contractor shall submit an annual list of all subject inventions to be disclosed as set forth in FAR 52.227-11 Patent Rights--Retention by the Contractor (Short Form) (as modified by 1852.227-11 Patent Rights--Retention by the Contractor (Short Form)). This report is due by March 31 of each year.

O. Final Patent Rights Report -- The Contractor shall submit a listing of all subject inventions or certify that there were none as set forth in FAR 52.227-11 Patent Rights--Retention by the Contractor (Short Form) (as modified by 1852.227-11 Patent Rights--Retention by the Contractor (Short Form)). This report is due prior to contract closeout.

P. Invention Disclosure Reporting -- The Contractor shall disclose each subject invention under the contract as set forth in FAR 52.227-11 Patent Rights--Retention by the Contractor (Short Form) (as modified by 1852.227-11 Patent Rights--Retention by the Contractor (Short Form)). The electronic or paper version of NASA Form 1679, Disclosure of Invention and New Technology (Including Software), may be used for this reporting. Both the electronic and paper versions of this form may be accessed at <http://invention.nasa.gov>. Disclosures are required within two months after the inventor discloses it in writing to Contractor personnel who are responsible for patent matters.

Q. On and Near-Site Staffing Report - The contractor shall submit a report which includes the number of on-site and near- site Work Year Equivalents (WYE's) performing work on the contract, broken down by skill category. An initial report shall be submitted within 30 days from the effective date of the contract. Subsequent updated reports are due quarterly, on January 1, April 1, July 1 and October 1 of each year.

These reports shall be e-mailed contractorwye@larc.nasa.gov. The subject line for the e-mail should be "Contractor WYE".

"On-site" WYE's include the time worked by prime contractor and subcontractor employees on this contract whose primary duty station is on-site at Langley Research Center, whether such employees charge direct or indirect in the contractor's or subcontractor's accounting systems (e.g., management and administrative staff may charge their time to an "indirect" account, but the time worked by such individuals shall still be counted in the on-site WYE).

"Near-site" WYE's include the time worked by prime contractor and subcontractor employees on

this contract whose primary duty station is within 50 miles of LaRC, whether such employees charge direct or indirect in the contractor's or subcontractor's accounting systems. Work performed on local college campuses shall not be considered "near site" WYE's.

The contractor shall use the number of hours in its productive work year to compute the number of WYE's to be reported.

The contractor shall break out the On-site and Near-site WYE by skill category using the following categories: Scientist, engineer, technician, administrative professional, and clerical.

II. DOCUMENT DISTRIBUTION REQUIREMENTS

A. Unless otherwise specified elsewhere in this contract, reports and other documentation shall be submitted F.O.B. destination as specified below, addressed as follows:

National Aeronautics and Space Administration Langley Research Center Attn: Insert Contracting Officer's Name and/or Other Designated Representative, Mail Stop 126; Contract NNL007AA02B; Hampton, VA 23681-2199

B. The following letter codes designate the recipients of reports and other documentation which are required to be delivered prepaid to Langley Research Center by the Contractor:

NOTE: Mail Stop numbers may change over the life of the contract. The contractor shall maintain a current listing of all distribution locations and points of contact throughout the life.

1. A--Contracting Officer/Contract Specialist, Mail Stop 126
2. B--Contracting Officer Technical Representative, Mail Stop #
3. C--New Technology Representative, Mail Stop #
4. D--Financial Management, NF533@larc.nasa.gov
5. E--Safety and Facility Assurance Branch, Mail Stop 421
6. G--Financial Management, Mail Stop 175
7. H--Patent Counsel, Mail Stop 141
8. I--Industrial Property Officer, Mail Stop 377
9. J--Small Business Specialist, Mail Stop 134
10. K--Center Information Technology Security Manager (CITSM), Mail Stop 164
11. L--According to instructions on form
12. M--As required by Task Order
13. N--Task Monitor, Mail Stop as identified in task orders
14. P--Center STI Publication Manager, Mail Stop 196
15. Q--Industry Assistance Representative, Mail Stop 144
16. R--On and Near-Site Staffing Report, contractorwye@larc.nasa.gov

C. The following are the distribution requirements for reports and other documentation required to be delivered f.o.b. destination. The numeral following the letter code specifying the number of copies to be provided:

LETTER CODE AND DOCUMENT DISTRIBUTION:

1. Financial Management Report (NASA Forms 533M & 533Q): A-1, B- 2, D-1, G-1
2. Technical Progress Report: *A-1 only if listed in Task Order, B-1, M-1, N-1
3. New Technology Report OR Patent Rights Report: A-1, B-1, C-1, H-1
4. Report of Property in the Custody of Contractors (NASA Form 1018): As required by the clause and in LaRC procedures.
5. Subcontracting Report for Individual Contracts (Standard Form 294) and SDB Participation Report (Optional Form 312): A-1, J-1, Q-1, L (if the Electronic Subcontracting Reporting System (eSRS) is NOT used)
6. Summary Subcontractor Report (Standard Form 295): L
7. Federal Contractor Veterans Employment Report (VETS-100): L
8. Safety Reports: A-1, B-1, E-1
9. Notice of Violation Responses: E-1
10. IT Security Plan: A-1, B-1, K-1
11. IT Security Implementation Plan: A-1, B-1, K-1
12. Annual IT Security Training Report: K-1
13. Informal Final Report: *A-1 only if listed in Task Order, B-2, C-1, H-1, M
14. Formal Final Report: As required by NFS 1852.235-73 or as otherwise specified by the Contracting Officer
15. Copy of formal final report cover letter: P-1
16. On and Near-Site Staffing Report: A-1; B-1; R-1

* The COTR will maintain the Government's official copy of technical progress reports, informal final reports, and other deliverables required under the task order. The COTR's records/files will be turned over to the Contracting Officer when the contract is closed out. Therefore, reports are not required to be submitted to the CO unless specifically required by the task order.

D. When the Contracting Officer/Contract Specialist (A) is not designated above to receive a copy of a report or document, the Contractor shall furnish a copy of the report/document transmittal letter to the Contracting Officer/Contract Specialist. If delegated, the Contractor shall also furnish a copy of the transmittal letter and a copy of each Financial Management Report to the delegated Administrative Contracting Officer of the cognizant DoD (or other agency) contract administrative services component.

ATTACHMENT 1 - SAFETY AND HEALTH PLAN INSTRUCTIONS

Safety and Health Plan Instructions - The offeror shall submit a detailed safety and occupational health plan which shall include a detailed discussion of the policies, procedures, and techniques that will be used to ensure the safety and occupational health of Contractor employees and to ensure the safety of all working conditions throughout the performance of the contract. The offeror's safety and health plan shall address how the company implements the safety and health plan internally as well as how these requirements are effectively implemented in any subcontracts. This plan, as approved by the Contracting Officer, will be included in any resulting contract. The Contractor shall continually update the safety and health plan when necessary. As a minimum, the plan shall address the following areas:

Contract Identification - Provide contract number, period of performance and identification of all option periods, and a brief summary of the scope of work.

Points of Contact and Responsibility - Provide organizational flowchart, including area responsible for safety. The safety organization shall include identification of the Contract Manager and the Safety Representative, and describe responsibilities of each employee in the safety organization.

Safety Regulations - Provide a statement of compliance to applicable OSHA, Federal, State, Local, and Langley Research Center Safety Regulations.

Accident, Injury, and Close Call Reporting and Recordkeeping - Address process for immediate reporting of all serious accidents, injuries, and close calls to the NASA LaRC Safety Office at 864- 7233. Identify process for initiating and maintaining appropriate records concerning accidents, injuries, and close calls, including the investigation process, implementation of corrective actions to prevent recurrence, and compliance with the recordkeeping requirements of OSHA 29 CFR 1904. Submission of documented accident, injury and close call reports shall be provided to the NASA LaRC Safety Office within 24 hours of the accident, injury or close call.

Quarterly Safety Report - Provide a statement and schedule of compliance for submission of quarterly safety reports to the LaRC Safety Officer. The Quarterly Safety Reports submitted by the contractor shall include the hours worked on the contract and the number of fatalities, lost time cases, OSHA recordable incidents and first aid cases which have occurred during the past quarter (if less than ninety days, during the contract's period of performance).

NOTE: The NASA LaRC Safety and Facility Assurance Branch (SFAB) has developed a web-based system entitled "Contractor Monthly Accident Reporting" (CMAR) located at <http://cmar.larc.nasa.gov/login.cfm>. If you choose to submit your information electronically via CMAR, no additional hard-copy Reports are required. Please contact the responsible NASA official identified at the site for additional information regarding access to the system.

Notice of Violations - Describe the response process to any Notice of Violation (NOV) issued for safety violations to the Contractor or its subcontractors. The response process should address: cause for violation; mitigation of impact, if applicable; planned prevention of recurrence; timing of response to ensure compliance within LaRC's three working day response time requirement; and the process for delivery of the response to the issuer of the NOV.

Subcontractor Compliance - Address how the prime contractor ensures subcontractor compliance to the approved Safety Plan.

NASA LaRC Lockout/Tagout System - Describe plan for compliance with LPR 1710.10, "Safety Clearance Procedures (Lockout/Tagout)" located at <http://ldms.larc.nasa.gov/procedures.html>.

Ionizing and Non-Ionizing Radiation - Describe employee awareness training of radiation symbols and when they are used. (Reference LPR 1710.5 and LPR 1710.8 located at <http://ldms.larc.nasa.gov/procedures.html>.)

Potentially Hazardous Materials (LPR 1710.12) - Describe employee awareness training for LaRC's hazardous materials program. (Reference LPR 1710.12 located at <http://ldms.larc.nasa.gov/procedures.html>.)

Hazardous Communications Program - Describe the hazardous communications program as defined in CFR 29 Part 1910.1200. Include process for compliance with and updating of Material Safety Data Sheets (MSDS) for each chemical, oil, lubricant, solvent, etc., used on the job-site.

Bloodborne Pathogens - Describe blood-borne pathogen awareness training program.

Asbestos Awareness - Describe asbestos awareness training program.

Other Safety Considerations - Identify any other safety considerations unique to the performance of this contract.

Safety Meetings - Identify plan for conduct of regular safety meetings in accordance with LaRC Policy as described in LPR 1740.3, "Facility Safety Head and Facility Coordinator Guide" located at <http://ldms.larc.nasa.gov/procedures.html>.

Confined Space Entry - Describe plan for training personnel in confined space entry and obtaining a Confined Space Entry Permit. Describe process for initial and hourly readings in accordance with OSHA 29 CFR 1910.146.

Employee Safety Training, Certification and Programs - Provide detailed information on employee safety training, certification and programs. Describe types of safety training required per duties performed, parties responsible for certification, and provide an outline of applicable regulations. Describe safety programs and how the programs emphasize safety and motivate employees to be safety conscious.

Hazardous Operations - Identify hazardous operations involved in performance of the contract and provide a plan for apprising employees of all hazards to which they may be exposed. Include the qualification standards for personnel involved in the hazardous operations.

Crane Certification - Describe process for ensuring that all mobile/truck-mounted cranes brought on site by the prime or subcontractors have a current "Annual Certification of Load Test." Include crane location identification for crane certifications to facilitate inspections upon request by NASA Inspector or Office of Safety and Facility Assurance employees. Address the process by which the contractor and subcontractors notify the Office of Safety and Facility Assurance (864-5594 or 864-7233) that a mobile/truck mounted crane is being or has been brought onto the Center.

Scaffolding - Describe plan to ensure scaffolding designed, constructed and assembled in accordance with OSHA 29 CFR 1926.450 through 454.

Excavations and Trenching - Define process for obtaining a "Digging Permit" and ensuring compliance to applicable OSHA standards 1926.650-652 when performing surface penetrations of 6 inches or more.

Fall Protection - Address requirements for fall protection systems and compliance with OSHA 29 CFR 1926.500 through 1926.503, which defines the types of fall protection devices and systems.

Personal Protective Equipment - Describe personal protective equipment program and usage requirements in accordance with OSHA 29 CFR 1926 Subpart E.

Hot Work Permit - Describe process for obtaining Hot Work Permits from the Fire Department, and location of approved and posted permit. Address process for written deviation or waiver requests to be submitted for approval by the LaRC Fire Chief.

ATTACHMENT 2
DEPARTMENT OF DEFENSE CONTRACT SECURITY
CLASSIFICATION SPECIFICATION

Sensitive But Unclassified

DEPARTMENT OF DEFENSE CONTRACT SECURITY CLASSIFICATION SPECIFICATION				1. CLEARANCE AND SAFEGUARDING	
<i>(The requirements of the DoD Industrial Security Manual apply to all aspects of this effort)</i>				a. FACILITY CLEARANCE REQUIRED	
				TOP SECRET	
				b. LEVEL OF SAFEGUARDING REQUIRED	
				NONE	
2. THIS SPECIFICATION IS FOR: <i>(X and complete as applicable)</i>			3. THIS SPECIFICATION IS: <i>(X and complete as applicable)</i>		
X	a. PRIME CONTRACT NUMBER NNI08AA00B		X	a. ORIGINAL <i>(Complete date in all cases)</i> Date: (Y/M/MDD) 20080227	
	b. SUBCONTRACT NUMBER			4. REVISED <i>(Supersedes all previous specs)</i> Revision No.	
	c. SOLICITATION OR OTHER NUMBER			c. FINAL <i>(Complete item 5 in all cases)</i> Date: (Y/M/MDD)	
4. IS THIS A FOLLOW-ON CONTRACT? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO If Yes complete the following Classified material received or generated under <u>NASI-02117</u> <i>(Preceding Contract Number)</i> is transferred to this follow-on contract					
5. IS THIS A FINAL DD FORM 254? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO If Yes complete the following In response to the contractor's request dated _____, retention of the identified classified material is authorized for the period of _____.					
6. CONTRACTOR <i>(Include Commercial and Government Entity (CAGE) Code)</i>					
a. NAME, ADDRESS, AND ZIP CODE		b. CAGE CODE	c. COGNIZANT SECURITY OFFICE <i>(Name, Address, and Zip Code)</i>		
National Institute of Aerospace (NIA) 100 Exploration Way Hampton, VA 23666		1ZGA2	Defense Security Service Pembroke 5-Suite 525 293 Independence Blvd Virginia Beach, VA 23462		
7. SUBCONTRACTOR					
a. NAME, ADDRESS, AND ZIP CODE		b. CAGE CODE	c. COGNIZANT SECURITY OFFICES <i>(Name, Address, and Zip Code)</i>		
NON APPLICABLE		N/A	NON APPLICABLE		
8. ACTUAL PERFORMANCE					
a. LOCATION		b. CAGE CODE	c. COGNIZANT SECURITY OFFICE <i>(Name, Address, and Zip Code)</i>		
NASA LANGLEY RESEARCH CENTER HAMPTON, VA 23681		N/A	NON APPLICABLE		
9. GENERAL IDENTIFICATION OF THIS PROCUREMENT					
"Operation of National Institute of Aerospace (NIA) to conduct research in Aerospace and Atmospheric sciences".					
10. THIS CONTRACT WILL REQUIRE ACCESS TO:					
a. COMMUNICATIONS SECURITY (COMSEC) INFORMATION	YES	NO	11. IN PERFORMING THIS CONTRACT, THE CONTRACTOR WILL:		
b. RESTRICTED DATA		X	a. HAVE ACCESS TO CLASSIFIED INFORMATION ONLY AT ANOTHER CONTRACTOR'S FACILITY OR A GOVERNMENT ACTIVITY	YES	NO
c. CRITICAL NUCLEAR WEAPON DESIGN INFORMATION		X	b. RECEIVE CLASSIFIED DOCUMENTS ONLY		X
d. FORMERLY RESTRICTED DATA		X	c. RECEIVE AND GENERATE CLASSIFIED MATERIAL		X
e. INTELLIGENCE INFORMATION			d. FABRICATE, MODIFY, OR STORE CLASSIFIED HARDWARE		X
(1) Sensitive Compartmented Information (SCI)		X	e. PERFORM SERVICES ONLY	X	
(2) Non-SCI		X	f. HAVE ACCESS TO U.S. CLASSIFIED INFORMATION OUTSIDE THE U.S., PUERTO RICO, U.S. POSSESSIONS AND TRUST TERRITORIES		X
f. SPECIAL ACCESS INFORMATION	X		g. BE AUTHORIZED TO USE THE SERVICES OF DEFENSE TECHNICAL INFORMATION CENTER (DTIC) OR OTHER SECONDARY DISTRIBUTION CENTER		X
g. NATO INFORMATION		X	h. REQUIRE A COMSEC ACCOUNT		
h. FOREIGN GOVERNMENT INFORMATION		X	i. HAVE A TEMPEST REQUIREMENT		X
i. LIMITED DISSEMINATION INFORMATION		X	j. HAVE OPERATIONS SECURITY (OPSEC) REQUIREMENTS	X	
j. FOR OFFICIAL USE ONLY INFORMATION	X		k. BE AUTHORIZED TO USE THE DEFENSE COURIER SERVICE		X
k. OTHER <i>(Specify)</i>			l. OTHER <i>(Specify)</i>		
NON APPLICABLE					

DD Form 254, DEC 1999

Previous editions are obsolete

Sensitive But Unclassified

Sensitive But Unclassified

12. PUBLIC RELEASE Any information (classified or unclassified) pertaining to this contract shall not be released for public dissemination except as provided by the industrial Security Manual or unless it has been approved for public release by appropriate U.S. Government authority. Proposed public release shall be submitted for approval prior to release.

☐ Direct

☒ Through (Specify):

"NASA LANGLEY RESEARCH CENTER, M/S 126, HAMPTON, VA 23681-2199"
ATTN: RICHARD CANNELLA, NASI-02117 CONTRACTING OFFICER

To the Office of Public Affairs, National Aeronautics and Space Administration, Washington, DC 20546, for review.
 *In the case of non-DoD User Agencies, requests for disclosure shall be submitted to that agency.

13. SECURITY GUIDANCE. The security classification guidance needed for this effort is identified below. If any difficulty is encountered in applying this guidance or if any other contributing factor indicates a need for changes in this guidance, the contractor is authorized and encouraged to provide recommended changes: to challenge the guidance or classification assigned to any information or material furnished or generated under this contract; and to submit any questions for interpretation of this guidance to the official identified below. Pending final decision, the information involved shall be handled and protected at the highest level of classification assigned or recommended. (Fill in as appropriate for the classified effort. Attach, or forward under separate correspondence, any document/guides/extracts referenced herein. Add additional pages as needed to provide complete guidance.)

1. Classified work on this contract will only be performed at government facilities that have been properly approved by the Langley Research Center's Program Security Officer (PSO). Security classification guidance will be provided by the responsible NASA official issuing the classified task associated with this contract.
2. Items 11(J) will be considered; However, no monies will be spent without prior approval from the Contracting Officer and the Program Security Officer (PSO).
3. Individuals supporting this contract must be eligible for a Secret security clearance. The investigation that was used to grant this clearance must be within five years.
4. The prime contractor shall provide copies of DD Form 254s to the signatory identified in block 16D that are issued to the subcontractors relevant to the performance of classified task associated with this contract.
5. The contractor Facility Security Officer (FSO) shall verify the security clearance status of all employees supporting this contract via standard approved systems and provide the PSO with a complete access roster on an annual basis or anytime the individuals listed have changed. This visit request may be submitted via mail or be faxed to commercial number: 757-864-6147.

14. ADDITIONAL SECURITY REQUIREMENTS. Requirements, in addition to ISM requirements, are established for this contract. (If Yes, identify the pertinent contractual clauses in the contract document itself, or provide an appropriate statement which identifies the additional requirements. Provide a copy of the requirements to the cognizant security office. Use item 13 if additional space is needed.)

☒ Yes ☐ No

Additional security requirements for all task covered by items 10(f) are covered in the NASA Special Access Program Security Guide (SAPSIG) provided under separate cover.

15. INSPECTIONS. Elements of this contract are outside the inspection responsibility of the cognizant security office. (If Yes, explain and identify specific areas or elements carved out and the activity responsible for inspections. Use item 13 if additional space is needed.)

☒ Yes ☐ No

The inspection responsibilities for all task covered by item 10(F) will be the responsibility of the LaRC Program Security Officer (PSO) or his Designee.

16. CERTIFICATION AND SIGNATURE. Security requirements stated herein are complete and adequate for safeguarding the classified information to be released or generated under this classified effort. All questions shall be referred to the official named below.

a. TYPED NAME OF CERTIFYING OFFICIAL

b. TITLE

c. TELEPHONE (include Area Code)

Thomas A. Stroud


Program Security Officer

757-864-6507

d. ADDRESS (include ZIP Code)

NASA Langley Research Center
M/S 411 Attn: Program Security Officer
16 Victory Street, Hampton, VA 23681-2199

e. SIGNATURE



17. REQUIRED DISTRIBUTION

- | | |
|-------------------------------------|---|
| <input checked="" type="checkbox"/> | a. CONTRACTOR |
| <input type="checkbox"/> | b. SUBCONTRACTOR |
| <input checked="" type="checkbox"/> | c. COGNIZANT SECURITY OFFICE FOR PRIME AND SUBCONTRACTOR |
| <input type="checkbox"/> | d. U.S. ACTIVITY RESPONSIBLE FOR OVERSEAS SECURITY ADMINISTRATION |
| <input checked="" type="checkbox"/> | e. ADMINISTRATIVE CONTRACTING OFFICER |
| <input checked="" type="checkbox"/> | f. OTHERS AS NECESSARY: PROGRAM SECURITY MANAGER (PSM) |